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Spokane School District No. 81 and Spokane Education Association (1989)

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Spokane School District No. 81 and Spokane Education Association (1989)

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

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Collective Bargaining Agreement

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Per 8-89

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BETWEEN



**Board of Directors
Spokane School District
No. 81**

AND THE



**Certificated / Spokane
Employees / Education
Association**

September 1, 1989 - August 31, 1992

8/92

TABLE OF CONTENTS

	<u>Page</u>
<u>ARTICLE I - AUTHORITY</u>	
Section 1 - Preamble/Purpose	1
Section 2 - Recognition	1
Section 3 - Nondiscrimination	1
Section 4 - Distribution of Agreement	2
<u>ARTICLE II - BUSINESS</u>	
Section 1 - Administration of the Agreement	3
Section 2 - District Association Conferences	3
Section 3 - District Rights	3
Section 4 - Maintenance of Membership	4
Section 5 - Association Rights	5
Section 6 - No Strike/No Lockout	6
<u>ARTICLE III - INSTRUCTION</u>	
Section 1 - Academic Freedom	7
Section 2 - Student Discipline	7
Section 3 - District Committees	9
Section 4 - Parent/Teacher Conferences	9
Section 5 - Instructional Materials	10
Section 6 - Chapter One	10
Section 7 - Special Needs Assessment	10
<u>ARTICLE IV - PERSONNEL</u>	
Section 1 - Individual Contracts	11
Section 2 - Employee Files	12
Section 3 - Staff Protection	13
Section 4 - Employee Facilities	15

Section 5 - Faculty Involvement Groups	16
Section 6 - Assignments and Transfers	17
Section 7 - Position Sharing	24
Section 8 - Montessori	25
Section 9 - Sacred Heart	25
Section 10 - Leaves of Absence	25
Section 11 - Emergency School Closures	34
Section 12 - Employee Workday	34
Section 13 - Preparation Periods	36
Section 14 - Employee Workload	37
Section 15 - Specialists	42
Section 16 - Auxiliary Personnel	42
Section 17 - Substitute for Principal or Counselor	43
Section 18 - Department Heads	44
Section 19 - Employee Work Year	44
Section 20 - Substitute Teachers	44
Section 21 - Certificated Staff Evaluation	45
Section 22 - Layoff and Recall Procedures	52
Section 23 - Disciplinary Action for Cause	59

ARTICLE V - COMPENSATION

Section 1 - Method of Payment	60
Section 2 - Salary Improvement	60
Section 3 -	61
Section 4 - General Provisions for Schedule A	61
Section 5 - General Provisions for Schedule B	62
Section 6 - Clock Hours	62
Section 7 - Building Level Support Staff Salary Schedule	63

Section 8 - Special Provisions	63
Section 9 - Department Heads Compensation	64
Section 10 - Substitute Teacher's Salary Schedule	64
Section 11 - Salary Schedules	64
Section 12 - Hourly Rates for Certificated Employees	65
Section 13 - Fringe Benefits	65
Section 14 - Employee Attendance Incentive Program	67
Section 15 - Mileage Allowance/Use of Personal Vehicles	68
<u>ARTICLE VI - INTERCESSION</u>	
Section 1 - Grievance Procedure	69
Section 2 - Embodiment	72
Section 3 - Supplemental Agreement	72
Section 4 - Severability	73
Section 5 - Duration	74
Addendum A - Salary Schedule A	75
Addendum B - Salary Schedule B	77
Addendum C - Extra Curricular Salary Schedule	79
Addendum D - Non Compulsory Work Days	83
Addendum E - Evaluation Criteria for Regional Support Staff . . .	84
Addendum F - Evaluation Criteria for Building Level Support Staff	86
Addendum G - Definitions	88

* * * * * ARTICLE I - AUTHORITY * * * * *

SECTION 1 - PREAMBLE/PURPOSE

A. This agreement is made and entered into between the Spokane School District No. 81 (hereinafter referred to as the "District") acting by and through its Board of Directors (hereinafter referred to as the "Board") and the Spokane Education Association (hereinafter referred to as the "Association").

B. The District and the Association agree that the purposes of this agreement are: To establish harmonious relations and uniform conditions of employment for District employees; to set forth and establish wages, hours, terms and conditions of employment; to promote efficiency and economy in the performance of work; and generally to encourage the spirit of helpful cooperation between the District and the Association to their mutual advantage and the protection of the investing public.

SECTION 2 - RECOGNITION

A. The District hereby recognizes the Association as the exclusive bargaining representative for all certificated personnel, including substitutes as per PERC Decision of May 2, 1980 (Case No. 1455 C-78-64, Decision No. 874-Educ.) and part-time certificated employees employed by the District. Such representation excludes superintendent, assistant superintendents, other chief administrators of the District, other certificated positions having administrative and/or supervisory functions, and confidential employees as above terms are defined in RCW 41.59.020, principals, assistant principals, and certificated employees of the Vocational Skills Center.

B. Disagreements regarding representation of a certificated position shall be resolved by petition to the Public Employment Relations Commission.

SECTION 3 - NONDISCRIMINATION

A. The provisions of this agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or the presence of any sensory, mental, or physical handicap. Both the District and the Association shall bear the responsibility for complying with this provision of the agreement. The parties agree to not use this clause to file frivolous grievances.

B. There shall be no discrimination, interference, restraint, coercion, or harassment, including sexual harassment, by the

District or the Association of any District or Association employee, member of the Board of Directors, or its representatives.

C. Further, the personal and private lives of employees are not a matter of concern of the District or Association unless the employee's work performance is adversely affected.

D. The District agrees not to interfere with the rights of employees to become members of the Association.

E. The parties further agree that decisions of employees regarding volunteer assignments including voluntary workshops and inservice training which are outside their regular workday duties shall be made absent coercion, pressure, or discrimination.

F. Unless the context in which they are used clearly requires otherwise, words used in this agreement denoting gender shall include both masculine and feminine; and words denoting numbers shall include both the singular and the plural.

G. The Association recognizes its responsibility as bargaining agent and agrees to represent equally all employees in the bargaining unit without discrimination, interference, restraint, coercion, or harassment.

SECTION 4 - DISTRIBUTION OF AGREEMENT

A. Within thirty (30) days following the ratification and signing of this Agreement, the District shall print enough copies of this Agreement for each certificated employee and the Association will accept the Agreement on behalf of the employees and will be responsible for distribution of a copy to each certificated employee. Additional copies shall be provided the Association. The certificated individuals making employment application to the District shall be provided for their examination a copy of the Agreement by the District upon request.

B. The cost of printing of the Agreement shall be borne equally by the District and the Association. The District and the Association shall jointly agree to the format and shall proof the Agreement prior to the printing.

C. In order to insure that all certificated employees obtain a copy of this Agreement, the Board shall provide the Association with a monthly updated list of new employees and their assignments.

* * * * * ARTICLE II - BUSINESS * * * * *

SECTION 1 - ADMINISTRATION OF THE AGREEMENT

A. The District and the Association shall conduct regular labor/management meetings for the purpose of resolving problems that may arise relative to the administration of this agreement.

B. Meetings shall be conducted quarterly between the Superintendent and/or designee and the Association President and/or designee.

C. Additional meetings may be scheduled upon the request of either party.

D. Additional representatives of either party may be in attendance if the other party is in agreement.

SECTION 2 - DISTRICT/ASSOCIATION CONFERENCES

A. The Superintendent and the designee(s) will meet with the Association President and Executive Director of the Association at least once a month during the school year to review and discuss current school problems and practices. By mutual agreement, additional representatives of either party may be in attendance.

B. The parties agree that such conferences are for the purpose of information sharing only, and the grievance procedure shall therefore not be applicable to this clause.

C. Labor-management relations subject matter shall not be discussed during such conferences. Rather, these subjects will be handled in the regularly conducted labor-management meetings.

SECTION 3 - DISTRICT RIGHTS

A. The parties agree that the District retains all the customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incident to, its responsibility to manage the affairs of the District or any part of it.

B. The exercise of the foregoing rights, authority, duties, and responsibilities by the Board shall be limited only by the specific and expressed terms of this agreement and the laws of Washington State.

C. The parties agree that, in specified provisions of this agreement, final decisions are reserved exclusively with the District management. Such matters are referred to as "Final Authority Matters." Final decisions shall not be subject to the

grievance procedure provided approved procedures within this agreement are followed.

SECTION 4 - MAINTENANCE OF MEMBERSHIP

A. Any employee who was a member of the 'Spokane Education Association during or after the 1980-81 contract year shall thereafter maintain his/her membership in the Association during the life of this agreement or pay a representation fee equivalent to the dues of the Association, pursuant to RCW 41.59. Any employee covered by this paragraph who fails to maintain payroll deduction of membership dues will have the representation fee deducted from his/her salary and paid to the Association.

B. Individuals who were employees of the District but not members of the Association during the 1980-81 contract year may be exempt from the requirements of this section.

C. In order to safeguard the right of nonassociation of an employee with a bona fide religious objection based on religious tenets or teachings of a church or religious body of which such employee is a member, said employee may pay an amount of money equivalent to the representation fee to a nonreligious charity mutually agreed upon by the employee and the Association.

D. Any individual covered by this agreement employed by the District for the 1983-84 and/or 1984-5 contract year(s) must elect either to become a member of the Association or to pay a representation fee equivalent to the dues of the Association. Any employee who fails to authorize payroll deduction of the membership dues will have the representation fee deducted from his/her salary and paid to the Association.

E. The District agrees to deduct Association dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the District by the Secretary/Treasurer of the Association. Any change in the rate of membership dues shall require at least thirty (30) days' prior written notice to the Business Office.

F. The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted or judgment rendered against the District resulting from any deduction of Association dues. The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision. In the event of any suits against the District relative to dues deductions, the Association shall select the attorney(s).

SECTION 5 - ASSOCIATION RIGHTS

A. The District will provide the Association with the use of the District interschool mail facilities for distribution of official Association communications so long as such communications are clearly labeled as Association materials and provided further that such communications are not in violation of RCW 42.17.130. Courtesy copies will be made available to the building principal at the time of distribution. The SEA will provide to the District twenty five copies of Association communications for distribution at the discretion of the District.

B. The District will allow the Association and its respective affiliates the use of District facilities for Association meetings provided such meetings do not interfere with or interrupt the normal school day. Such meetings will be held outside duty hours. Exceptions may be granted by the building principal. Other than meetings as provided above, duly authorized representatives of the Association and its respective affiliates shall be permitted to transact Association business on school property, provided that this shall not interfere with or interrupt normal school operations. Provided further that said representatives shall notify the building administrator or designee of their presence.

C. The District will provide bulletin boards at locations mutually agreed upon for use by the Association. All materials posted shall be clearly labeled as official Association materials. Such bulletin boards shall only be used for the following notices:

1. Association meetings and announcements.
2. Official policy statements of the Association.
3. Reports of Association committees.
4. Association election notices; no electioneering of political offices outside of internal Association positions.
5. Recreational and social affairs of the Association.
6. Other official Association notices.

Notices or announcements should not contain anything reflecting unfavorably upon the District, its management, or any of its employees. Association officers and members shall not use expendable school district materials in the transaction of Association business without reimbursement to the District.

D. The District agrees to furnish the Association, upon request within a reasonable amount of time, all public documents per RCW 42.17.250 and RCW 42.17.260.

SECTION 6 - NO STRIKE/NO LOCKOUT

A. The Association agrees that during the life of the Agreement it will not authorize, condone, sanction, or take part in any strike, walkout, or work stoppage of Employees covered by this Agreement.

B. The District agrees that during the life of this Agreement there shall be no lockout of Employees covered by this Agreement. School closures caused by a strike of another employee group will not be considered a lockout if students make up the days at some other time.

C. This Section is inoperative during periods in which the Agreement is reopened.

***** ARTICLE III - INSTRUCTION *****

SECTION 1 - ACADEMIC FREEDOM

A. The parties agree that the Board of Directors under Washington State law has final authority and responsibility in connection with the development and adoption of courses of study and lists of instructional materials. The parties adhere to the principle of the employee's freedom to think and express ideas and concepts on issues, including controversial issues, when such are germane to the District's instructional program and when related to subject matter in a given grade level. Such freedom shall only be restricted to the extent that it impinges on or conflicts with the basic responsibility of the employee to follow and utilize the District-approved course of study. Employees will use professional judgment in determining the appropriateness of the issues presented, taking into consideration the maturity level of students and with full cognizance that the District schools are not the appropriate forum for personal causes or points of view held by an employee.

B. Questionable matters shall be referred to the building administrator/supervisor in advance of presentation for decision by the building administrator/supervisor on their use.

C. Prior to making any decision which alters any recommendation regarding grading, retention, and/or promotion of students, a building administrator/supervisor will study the records, ascertain the factors involved, and consult with the employee, if available.

D. If the employee does not agree with the building administrator/supervisor's decision to alter an employee's decision regarding grading, retention and/or promotion of students, the building administrator/supervisor will sign a statement indicating the administrator/supervisor changed the employee's recommendation. Such statement will be placed in the student's permanent record with a copy to the employee.

E. The District will give each employee a copy of the District's policy and/or procedure regarding the process to be used by all parties if a question arises over the appropriateness of any supplies, materials, curriculum, books, or alternative resource material.

F. IEP team recommendations can be changed only by using the procedure outlined in Section 1, D above.

SECTION 2 - STUDENT DISCIPLINE

A. The District administration shall, to the extent provided by law, support and uphold employees in their efforts to maintain

discipline in the District and shall be responsive to all employees' requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee will use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the District and not inconsistent with federal or state laws or regulations.

B. Discipline is defined as all forms of corrective action or punishment other than suspension or expulsion and includes the exclusion of a student by a teacher or administrator from the student's individual classroom and instructional or activity area for all or any portion of the balance of the school day or until the principal or designee and teacher have conferred, whichever occurs first.

C. In instances where it is determined that student behavior warranting suspension or expulsion from school has occurred while the student is under supervision of an employee, the employee shall give advice in writing regarding the incident(s) necessitating discipline and the decisions to be made, and shall receive a written response as to the disposition of the matter.

D. In instances where student behavior warrants an emergency removal from a class, subject, or activity, prior to the return of the student, the principal shall notify the employee in writing of the disciplinary action taken or initiated by the principal and any other conditions of return imposed upon the student. Provided, except in emergency circumstances, the teacher shall have first attempted one (1) or more alternative forms of corrective action as set forth in RCW 28A.58.1011, RCW 28A.58.201, and Spokane School District No. 81 Policy on Student Rights and Responsibilities; and provided further, that in no event without the consent of the teacher shall an excluded student be returned during the balance of the particular class or activity period from which the student was initially excluded.

E. When requested by an employee, there shall be a meeting between principal, or his/her designee, and the teacher prior to the return of a suspended student into that employee's classroom. The principal, upon the request of the employee, will make reasonable effort to have a parent/guardian attend that meeting. The provisions of this article apply only to the specific class or classroom from which the student was suspended.

F. The District will continue to provide information for all employees concerning all applicable federal, state, and local laws, and District rules, regulations, and procedures pertaining to student rights, teacher rights, due process, and the processing of student discipline. This information shall be provided as early as possible during the school year. The parties

agree to confer during School District/Association conferences relative to the content of such information.

G. Secondary employees shall have the option of an after school and/or Saturday detention as a disciplinary resource. Assignment of student to detention shall be at the discretion of the building principal/designee. Such detention shall be supervised by classified staff.

H. The parties agree that an individual student's status shall not be impacted by employee/management disputes regarding this Article.

SECTION 3 - DISTRICT COMMITTEES The District agrees to inform the Association when District committees are to be formed. If principals are aware of the formation of the committees, they will inform their respective staffs. The District and its designees are not obligated to make known the formation of committees which are not composed of represented employees.

SECTION 4 PARENT/TEACHER CONFERENCES

A. ELEMENTARY

1. Parent/teacher conference time shall be provided for the purpose of conducting required conferences with parents regarding student progress twice in the school year, once in the fall and once in the spring. Conferences will be held during the week in which report cards are completed in the Spring of 1990 and in the Autumn in 1990. Conference scheduling shall be subject to bargaining for 1991-92.

2. Kindergarten teachers will be released from regular classroom duties from 10:30 a.m. to 11:30 a.m. and at 1 p.m. for five (5) days and for one additional full day for the purpose of conducting conferences with parents.

3. Grade 1-6 classroom teachers will be released from regular classroom duties at 1 p.m. for five (5) days for the purpose of conducting conferences with parents.

4. Elementary teachers shall have the option of using one conference day's worth of release time as compensatory time against conferences that have been held at an earlier time, as arranged by the principal and the employee.

B. SECONDARY

1. At the end of the first semester of school, all secondary students (7-12) will be dismissed one (1) hour early.

2. Grades for 7-12 students will not be due in the principal's office until three (3) working days following the end of each grading period except the final grading period, at which time grades will be due prior to the teacher's leaving the building on the last working day.

SECTION 5 - INSTRUCTIONAL MATERIALS Each classroom teacher shall have access to \$150 per year for the purchase of supplemental materials for direct instructional use in the classroom.

SECTION 6 - CHAPTER ONE The District shall provide a total of \$400,000 to be divided among the buildings that qualify as Chapter One elementary buildings during the second and third year of this agreement. Building advisory groups, working with the principal, shall determine the use of this money provided such use meets the criteria set by a joint SEA/District Committee. Such criteria shall be available by the Spring of 1990.

SECTION 7 - SPECIAL NEEDS ASSESSMENTS In instances where a student is undergoing assessment of special needs, the district will attempt to complete such assessment in no more than one month's time.

* * * * * ARTICLE IV - PERSONNEL * * * * *

SECTION 1 - INDIVIDUAL CONTRACTS

A. Each employee shall be issued an individual employment contract, which contract will be renewed or nonrenewed by the District each year pursuant to the continuing contract laws of the State of Washington. All individual employment contracts shall be subject to and consistent with Washington State statutes and this agreement.

B. ONE-YEAR CONTRACTS

1. The District may hire a number of employees on one-year contracts equal to the number of continuing employees on leave of absence.

2. One-year contract employees need not be hired to specifically replace the employee on a leave of absence.

3. Movement to continuing contract status is covered under the assignments, transfers, and vacancies procedures.

4. One-year employees will be properly placed on the salary schedule and will accrue seniority and experience the same as continuing contract employees.

C. Supplemental contracts when issued are pursuant to RCW 28A.67.074 and are not continuing contracts within the scope of RCW 28A.67.070.

D. Should the District issue contracts prior to good-faith negotiations, such contracts shall be based on the salary schedules currently in effect, together with the inclusion of a rider specifying the District will enter into good-faith negotiations with the Association. Said rider will specify that salaries will be adjusted in conformity with the agreements reached between the District and the Association; or, in the event agreement is not reached, upon final Board action, an appropriate amendment incorporating changes approved by the Board will be forwarded to the employee.

E. The employee shall sign all copies of the contract and return them to the District with the exception of the employee's copy, within fourteen (14) days of the date of the contract. A copy of any rider will be retained by the employee.

F. The individual contract form attached to this agreement as Addendum F will be utilized for all employees.

SECTION 2 - EMPLOYEE FILES

A. PERSONNEL FILES

1. Personnel files are confidential and shall be available for inspection only to the District's management and the individual employee.
2. By prior appointment an employee shall have the opportunity to review the contents of his/her file and copy, at the employee's expense, materials within the file.
3. A review of the personnel file will be supervised by the personnel director or designee(s).
4. The employee may request an additional individual, chosen by the employee, be present for the personnel file review.
5. The employee may work with the personnel director, or designee, to add material to, or delete material from, his/her personnel file.
6. The employee shall have an opportunity to attach written comments to anything in his/her file.
7. Copies of all written material originated by the employee's principal or central staff supervisor will be forwarded to the employee at the time they are placed in the District personnel file.
8. The personnel file is a District file and shall be maintained in the District's personnel office.
9. All confidential materials currently in an employee's personnel file will remain except as removed according to the procedure outlined in paragraph E above. Confidential materials can be placed in an employee's personnel file only with the employee's permission.

B. EVALUATION FILE

1. The evaluation file is a file maintained by the building principal program supervisor at his/her work site.
2. The file is kept for the purpose of containing material pertinent to the completion of an employee's evaluation(s).
3. The file will be open for review by the employee, upon request, and the employee may choose an additional individual to be present during the review.
4. The principal, or program manager, or respective designee, may be present to supervise the review of the file.

5. The file may be maintained as long as the principal or program supervisor has the responsibility for evaluating employees at that work site. When those responsibilities end, the file will be destroyed.

C. APPLICATION FILE

1. The District may maintain position application files to assist in filling vacant positions within the District.

2. This file is by position, not by persons applying for the position.

3. The application files will be abandoned as the positions are filled and the legal timeline for complaints expires; provided that the district may maintain a screening file as covered under Section 4 hereafter.

4. Employees have the right to know what documents are contained within their position application and screening files but do not have the right to know the contents thereof. District-generated letters of recommendation are included in these files.

D. SCREENING FILE - The district has the right to maintain a screening file for all individuals requesting a transfer or having submitted an application. This file shall contain information used by the district to assist it in filling vacant positions within the district. District-generated letters of recommendation may be transferred to position application and screening files at any time.

E. OTHER MATERIALS

1. Other materials include confidential files on grievances, discipline, and litigation.

2. These materials are not available for review by the employee and will be available only to District administrative staff or legal counsel involved in the processing of grievances, discipline, or litigation.

3. These materials will be kept separate from other district files; provided that materials regarding discipline may be placed in the application or screening files and considered in filling vacant positions for a period of three years from the date the incident occurred.

SECTION 3 STAFF PROTECTION

A. The District agrees that it will include employees as insureds in the District's liability policy.

B. Employees who sustain a personal injury/illness, covered by workmen's compensation, in the course of employment will be paid full salary for the period of absence less the amount of the workmen's compensation award made for disability due to such injury/illness. Such absence shall not be charged to the annual or accumulated illness leave up to a maximum of thirty (30) workdays. If a deduction in accumulated leave or salary has been implemented by the District, the leave bank or salary will be reinstated upon receipt of the Department of Labor and Industry Order and Notice Form approval. After thirty (30) workdays, such absence shall be charged to the annual or accumulated illness leave in the pro rata amount paid by the District.

C. The District shall reimburse the employees for:

1. The replacement of any clothing or other personal property damaged or destroyed in a disturbance as defined by state statutes.

2. Any District registered personal property used for instructional purposes in the work station which has been damaged, destroyed, or stolen during the course of their employment. Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or one hundred dollars (\$100), whichever is less.

3. Personal items damaged, destroyed, or stolen from the building or work station, provided steps have been taken to secure such property by locking or other appropriate security measure(s). Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or one hundred dollars (\$100), whichever is less.

4. Vandalism damage to an employee's vehicle under the following conditions:

- a. The employee claiming the loss must be the registered owner or the spouse of the registered owner of the family vehicle which has been damaged, and

- b. there must be evidence that vandalism occurred while the vehicle was on District property and at the employee's assigned work location, and

- c. damage resulting from a collision or damage from another vehicle is not reimbursable, and

- d. reimbursement shall be one-half (1/2) of the amount of the loss or one-half (1/2) of the employee's deductible, whichever is less, but not to exceed one hundred dollars (\$100) per employee per school year.

D. Any incident initiating a claim for reimbursement for loss must be reported by the employee to the building principal and to the District security department.

E. All claims for reimbursement for loss, except "C.1" above, require a certification of valid insurance with the amount of the employee's deductible, by a representative of the employee's insurance company. Forms will be available from the District business office.

F. For those employees who have no personal insurance, the District agrees to submit the claim(s) to the District's insurance company for consideration.

G. The District will strive to improve security in parking lots and shall vigorously pursue investigations of vandalism occurring on school property and shall report to the affected employee/Association.

H. Any case of assault upon an employee by a student, parent, or guardian shall promptly be reported to the employee's supervisor or designee. The District will counsel with the employee on those legal rights and alternative courses of action available to the employee. In those situations where it is mutually determined appropriate, the District will provide legal defense in criminal cases. In those situations where criminal charges arising out of employment have been filed against an employee, the District agrees to reimburse all legal fees as deemed reasonable by the court to the employee if he/she is found innocent of the charges. All necessary forms for implementing the provisions shall be made available by the District in every building.

SECTION 4 - EMPLOYEE FACILITIES

A. The District will arrange that the following facilities and equipment be in each building for the use of the employees housed in that building:

1. storage space for instructional materials;
2. a work area containing equipment and supplies to aid in the preparation of instructional materials;
3. a furnished faculty lounge;
4. a serviceable desk and chair and a filing cabinet for each regularly assigned employee; additional filing cabinets will be provided as the program dictates;
5. a key to the classroom or employee's office, employees' faculty lounge, and work area unless such areas are not locked;
6. a lockable security area in each work station;
7. a telephone in a private area for employees' professional use; and
8. a faculty lounge where smoking is not permitted, as well as a location where smoking is permitted. The

selection of the designated areas is to be worked out between staff and the individual building administrator(s).

B. The District agrees that, to the extent possible and depending upon practicableness and availability of funds, the District will endeavor to provide the following:

1. a communication system between the work area and the main office;
2. restroom facilities, separate for each sex and separate from student restrooms; and
3. a separate and private dining area.
4. The District will make every effort to provide an adequate classroom/work space for each specialist.

C. The District will attempt to make available a telephone in the following locations:

1. P.E. Offices;
2. Library workstations in the vicinity of the computer; and
3. Special Education BI, DI, and Preschool rooms.

D. Employees will have access to long distance phone lines for credit card use and 1-800 numbers when possible.

SECTION 5 FACULTY INVOLVEMENT GROUPS

A. Faculty Involvement Groups (FIG) have been created to give employees meaningful participation in the decision-making process at the building/program level.

B. Employees in the FIG will be selected from among employees in the building/program by the employees in that building/program.

C. There will be no restrictions on the types of activities the FIG can deal with as long as they are identified within the building and are not directly spoken to in the Collective Bargaining Agreement.

D. The building principal may participate as a member of the FIG.

E. The area directors will monitor the FIG activities.

F. If applicable, the superintendent will make funds available to implement recommendations.

G. The parties recognize all recommendations of the FIG may not be possible to implement, but further agree that serious consideration will be given to such recommendations.

H. The parties agree to jointly institute a problem-solving dispute resolution process to handle difficulties.

SECTION 6 - ASSIGNMENTS AND TRANSFERS

A. Employees in a building are encouraged to identify to the principal their interest, experience, and training for assignments that may arise within the building. A form will be available for the staff to use for this purpose. When the need or opportunity to modify assignment(s) within a building occurs, the principal will make the potentially open assignment(s) known to the building staff if the positions are identified during the school year. The principal will take the expressed interest, training, and experience of employees into consideration before making assignments. The principal will be able to reassign building personnel without having to post the assignment, but will make the position(s) known to building staff if the position(s) is identified during the school year. Building assignments will not be made in an arbitrary or capricious manner. This procedure also applies to programs scattered across several work sites.

B. A vacancy exists when a person must be hired to fill a position. A vacancy does not exist when the closure of buildings, offerings, or sections, or District reorganization necessitate the partial or complete reassignment of an employee.

1. A Notice of Position Vacancy shall be developed for filling all positions except when the position is filled by:

- a. an in-building reassignment,
- b. an involuntary transfer,
- c. the reassignment of an administrator (not to exceed two annually and not to be used at a time when layoff of SEA represented personnel occurs), or
- d. arbitration award or court order (or influence thereof).

2. Notice of Position Vacancy: The Notice of Position Vacancy shall:

- a. Contain a description of the responsibilities, qualifications, and terms of employment associated with the position. If the vacancy is posted as part of a notice that involves multiple positions, the district agrees to forward to the employee, upon request, a copy of the position description containing such information.
- b. Describe the application procedures.

c. Be distributed to the Association and each program location to which certificated employees are routinely assigned where these notices will be promptly placed in an identified location.

d. Be available from the personnel department upon request during the summer months.

e. Provide for at least a ten (10) day period of time between the distribution and closing date for application for the position, unless the position became vacant due to termination of service or transfer on or after August 15. In such instances, the ten (10) day posting requirement may be adjusted.

C. Employees serving under continuing contract can seek a transfer by either submitting a timely Transfer Request Form, or presenting a letter of application for a specific position before the closing date established on the Notice of Position Vacancy.

1. Each year after January 1, the personnel department will place a notice in the Staff Reporter reminding staff members desiring a transfer for the following school year that they should submit a transfer request form, which shall be kept on file by the District. Transfer requests must be forwarded to the personnel department during the month of February.

2. The personnel department will provide a form that will allow the transfer request to be completed in triplicate. One (1) copy is to be kept by the employee, one (1) copy is to be given to the employee's immediate supervisor, and one (1) is to be forwarded directly to the personnel department. The employee will receive a notice of receipt by the personnel department within ten (10) days.

D. A lateral transfer exists when a regularly contracted employee of .5 FTE or more, submits a timely transfer request or submits a specific letter of application during the posting period to transfer to a position in another building:

1. which is posted before August 15 and

a. for junior high and senior high employees is at the same organizational level and represents the same majority assignment, or

b. for the elementary employees is no more than one grade level higher or lower than the grade level (K-6) in which the employee has two or more consecutive years of experience, or

c. for elementary employees not assigned to a regular classroom (Special Education teacher, Apple teacher,

gifted teacher, librarian, elementary counselor) is the same assignment as that which they currently hold, or

- d. for Specialists is in the same specialty,
2. and for which the employee's transcripts evidence the minimum specific academic requirements as specified in the position description for the assignment being sought.
3. The lateral transfer applicant will be ensured of transfer to a posted position vacancy, provided that:
 - a. that posted position vacancy is ultimately filled,
 - b. the employee submitted either a timely and specific transfer request for the position or a letter of application for the specific position before the Notice of Position Vacancy closing date,
 - c. the employee has at least four uninterrupted years in his/her building and either:
 - (1) for elementary classroom teachers, at least the last two consecutive years at current grade level or one grade level higher or lower, or
 - (2) for elementary employees other than classroom teachers, at least the last two years in the same assignment, or
 - (3) for junior and senior high employees, at least the last two consecutive years in current majority assignment,
 - (4) for Specialists is in the same specialty,
 - d. affirmative action or comparability considerations are not present,
 - e. the position is not filled by involuntary transfer or voluntary special need transfer,
 - f. the employee does not have current performance deficiencies in any of the eight evaluative criteria,
 - g. the employee possesses the required certification/endorsement,
 - h. the considered supervisory relationship would not pose a problem under WAC 162-16-150, and
 - i. the position is not one of eight which the District can annually fill which are specifically dependent upon

curricular and concurrently posted coaching assignments at a given site(s).

4. Should two or more lateral transfer candidates be under consideration for the same vacancy, the position will be awarded to the employee with the greatest layoff and recall seniority.

E. In instances wherein an employee represented by SEA voluntarily seeks transfer to or applies for a vacant position and wherein the superintendent or designee deems that facilitating this placement is appropriate, and the SEA President agrees that a transfer is appropriate, (placement to be determined by the District) the employee may be transferred without posting and/or application or consideration of other portions of Article IV, Section 6. Such transfer shall be called a Voluntary Special Need Transfer.

F. Non-lateral Transfer/Hiring Priorities District employees are encouraged to apply for positions for which they are interested and judge themselves to meet the position description qualifications. In filling positions wherein in-building/program reassignment, lateral transfers, involuntary transfers, and or voluntary special needs transfers are not involved, all applicants' qualifications will be judged on the basis of merit as evidenced via the personnel selection process. Determination of these qualifications shall be solely the responsibility of the district.

- Priority 1: Lateral transfer candidates who have not met the criteria in terms of length of assignment.
- Priority 2: Non-lateral transfer candidates are defined as current continuing contract employees serving in other positions in the District including part-time employees of less than .5 FTE seeking full-time positions who have applied or submitted a timely transfer request.
- Priority 3: Employees currently serving on one-year contracts.
- Priority 4: Substitutes.
- Priority 5: Candidates other than those listed above.

1. For priorities 1, 2 and 3 above those employees who have current performance deficiencies in any of the eight evaluative categories of the professional appraisal may not be considered.

2. Where affirmative action or comparability considerations are not present, the District will select the candidate from the higher priority grouping when the higher priority grouping candidate evidences superior or equal qualifications to those candidates from lower priority groupings via the personnel selection process.

3. If in the screening process for a given position, there are current employees (Priority 1 and 2) who have transfer requests on file, or a specific letter of application submitted during the posting period, the district will provide interviews, assuming that the applicants are reasonably available for the interview, to the three most senior employees who have the necessary certification and academic background regardless of the current employee's other qualifications; provided that the current employee(s) does not have performance deficiencies, as evidenced by one or more R's or U's in the eight evaluative criteria, on the most recent Evaluation Report, and that the employee has not been interviewed for another position in the same building during the same calendar year. The District would retain the right at its discretion to interview other current employees beyond the three selected by seniority.

4. The aforementioned priorities will not be applicable for positions that are posted after August 15 or thereafter during the school year for vacancies with an effective assignment date prior to the closure of the school year. After this date, all employees seeking a vacant position will be considered, but such consideration will include the needs associated with maintenance of the employee's current assignment.

5. A represented employee who does not receive an assignment to a specific vacancy posted before August 15 for which the employee had submitted a timely transfer request of a specific letter of application during the posting period will, upon request of the employee, be informed of the reasons why he/she did not receive the assignment.

G. Up to ten (10) positions per year may be filled by the District irrespective of hiring priorities and all transfer provisions other than lateral. These positions will be posted but may not be site-specific. These positions are to enable the District to meet special program needs, such as areas of teacher shortage, and affirmative action goals.

H. Should it become necessary to reassign a person from a building, the District shall take into consideration the needs and desires of the employee, recognizing that the District must first satisfy curricular needs and Chapter 1 comparability requirements. Extracurricular program needs will also be considered.

1. If there is a volunteer(s) from an affected building who meets the District's curricular and Chapter 1 comparability requirements and whose transfer would eliminate the need for an involuntary transfer with extracurricular needs being considered, no involuntary transfer(s) will be implemented.

2. Involuntary transfers shall be by reverse seniority (as determined by the Layoff and Recall criteria) from current majority assignment and/or first priority assignment. The employee with the least seniority in the majority assignment in the secondary school department(s), specialist assignment, K-3, or 4-6 grade levels being reduced in the affected building meeting the District's curricular program and Chapter 1 comparability requirements, with extracurricular needs being considered, will be involuntarily transferred. Grade three/four combination classroom teachers shall be considered in the K-3 category. No employee will be involuntarily transferred more than two consecutive years unless the program(s) is moved or closed.

3. In the event that more than one (1) individual employee having the reverse seniority ranking is qualified for the position, employees will be ranked in accordance with the number of educational credits on file in the personnel office for salary purposes beyond the B.A. degree from least to greatest. The employee with the least number of credits will be assigned to the vacant position.

4. In the event that more than one (1) individual employee having the same least number of credits on file in the personnel office (at the time of the printing of the final layoff/recall list) for salary purposes beyond the B.A. degree is qualified for the position, all employees so affected shall participate in a drawing, by lot, to determine who shall be assigned to the vacant position.

5. The employee will be notified of the transfer as soon as the need for transfer is established. The District will offer to counsel with the affected employee regarding the rationale for the transfer.

6. The employee will be provided with a Transfer Request form, which the employee should complete and forward to the personnel department within five (5) days of receipt.

7. Upon receipt of the Transfer Request, the personnel department shall notify the employee of his/her transfer as soon as the assignment associated with the transfer is established. If such an assignment is not representative of the employee request, the personnel department will continue to provide the employee first consideration for other potential vacancies arising before the initiation of service.

I. RELATED PROVISIONS

1. When assignments which are comparable to the assignment from which the employee was involuntarily transferred become available, the involuntarily transferred employee(s), in order of seniority, will be offered reassignment which will normally occur on a quarterly basis.

2. No position from which employees have been involuntarily transferred will be declared vacant unless all such involuntarily transferred employees have declined the assignment.

3. Employees involuntarily transferred to a different category have the right to select, at the time all employees are provided with their layoff/recall options, their previous category or their current year category for RIF application.

4. Employees who have been involuntarily reassigned to a majority assignment in which they have not previously taught or in which they do not possess an undergraduate minor or its equivalent issued within the last five (5) years, will not be nonrenewed for performance deficiencies primarily related to subject matter, professional preparation, and scholarship during the first (1st) year of their involuntary assignment. Upon request, involuntarily transferred employees will be provided with the necessary help and assistance normally provided employees per the Certificated Staff Evaluation clause of this Agreement.

5. The District will provide the necessary assistance to involuntarily transferred employees in moving supplies, materials, etc., between buildings. Additionally, employees involuntarily transferred during the school year will receive time and assistance in completing the move. Employees involuntarily transferred as a result of program moves will receive compensation, time, and assistance.

6. All procedural aspects of the evaluation procedure shall be subject to the grievance procedure. Substantive quality determinations of prospective candidates are to be determined by the District and shall not be subject to the grievance procedure. a

7. Extracurricular positions need not be posted if the employee is continuing in the same position. In other circumstances, the position shall be posted unless the vacancy arises during the season, or if postings have already generated an adequate pool of candidates, or as a result of an emergency such as untimely separation. In filling posted extracurricular vacancies the district will:

- a. take into consideration the building or program needs,
 - b. screen all employees who submit a timely application letter, and
 - c. determine applicants to be interviewed based on the comparative qualifications of each.
8. The District will make every effort to make building assignments for specialists close together.
9. Except as expressly stated in Article IV, Section 6, paragraph F, the provisions of Article IV, Section 6, shall not be applicable to substitutes.

SECTION 7 - POSITION SHARING

A. Position sharing is a procedure whereby two employees other than substitutes share a position. Employees desiring to share a position must submit such request to the superintendent, or designee, no later than May 1 of each school year. The District shall determine, in a timely manner, whether or not to honor the request. It is the intent of the parties to conscientiously work towards solving problems of position sharing. Reasons for denial will be given upon request.

B. Prior to entry into the position share, employees and supervisors will develop, in writing, an agreement on such issues as prep time, conferencing, and reporting responsibilities, early release days, attendance at required meetings, coverage of class during one teacher's absence and arrangements which shall insure intra-team communication necessary to support the total program.

D. If the position sharing dissolves because one of the employees moves to a full-time position, or resigns, goes on a leave of absence, etc., the District may, at its discretion, either transfer the remaining employee or assign the remaining employee into the position on a full time basis.

E. The two employees will work with the building principal/program supervisor to establish the working relationship between the parties involved within the following parameters:

- 1. Only two employees may share a position.
- 2. Each employee will be issued a standard contract with a salary proportionately based on his/her salary schedule position for the amount of time to be shared (i.e., half-time = half salary).
- 3. Each employee will receive his/her proportional fringe benefit amount.
- 4. The employees may substitute for each other at the

- normal substitute pay rate, or by changing the work-hour pattern with the principal/supervisor's approval.
5. Seniority will accrue according to the length of the employee's contract (i.e., half-time = one-half year seniority).
 6. Employees will advance on the salary schedule the same as any other part-time employee.
 7. Employees may establish their work schedule with approval of their principal/supervisor.
 8. Entering into a position-sharing relationship does not waive any legal rights under Washington code or contract rights under this Agreement.
 9. Requests to move back into a full-time job will be made under the assignment/transfer procedure contained in this Agreement.
 10. Employees wishing to continue sharing a position should so inform the District by May 1.

SECTION 8 - MONTESSORI

- A. Consideration of transfer requests from employees in the Montessori program will be contingent upon the District finding a satisfactory replacement for the employee(s).
- B. Leaves of absence under Section 10, paragraphs K, O, P, Q, and S will be contingent upon the District finding a satisfactory replacement for the employee(s) in the Montessori program.
- C. In the event that the K-6 preparation time provision becomes unworkable, a modification mutually agreeable to the District, the SEA, and the employee(s) will be made.

SECTION 9 - SACRED HEART

In the event that the preparation time provision becomes unworkable, a modification mutually agreeable to the District, the SEA, and the employee(s) will be made.

SECTION 10 - LEAVES OF ABSENCE

A. Except for short-term substitutes, an employee finding it necessary to be absent from work under one (1) of the following procedures should give ample notice to his/her supervisor or principal so that arrangements can be made to care for that employee's responsibility. Such absence should be approved in advance and deduction may be made in pay as determined under the appropriate provision. Ample notice would allow for an employee's meeting with an immediate accident or occurrence that would not allow prior notice being given to his/her principal or supervisor.

B. If the absence is not provided for under one (1) of these provisions, it may be granted as long as it is approved by the Personnel Office in advance and appropriate deduction as determined by the Personnel Office is made for the absence.

C. Notice of return to work must be made in time to give adequate notice to the employee's replacement.

D. With the exception of those requests to be made under "Temporary Absence" and "Absences for Educational Meetings and Community Service," each request shall be considered by the employee's building principal or supervisor acting as the representative of the Superintendent before being submitted to the Personnel Office.

E. F.T.E. employees will be allowed a total of 12 days per school year for sick, injury, and emergency leave combined.

1. Such leave shall be cumulative from year to year to a maximum of 180 days.

2. Sick leave shall be administered per RCW 28A.58.

3. A continuing employee will be entitled to the yearly allowable number of such leave days on the day he/she is scheduled to report to work in the new school year; provided that the yearly allowable number of leave days will be prorated for all leaves to participate in public service, miscellaneous leaves, and sabbatical leaves extending for twenty-one (21) days or more. Employees who use, and are paid for, the yearly allowable sick leave days, but who do not report to work during the school year, will reimburse the District for any sick leave pay given.

5. If the contract is terminated during the year for other than health reasons, the days allowed for the current year will be adjusted pro rata to those days used but not earned. A person commencing employment during the school year will be granted leave days on a pro rata basis.

F. Sick leave is defined as days of absence from duty because of personal sickness or injury, and for which no deduction is made in compensation of the employee, provided the employee has compensated leave balance.

1. At any time a doctor's written statement attesting to the illness or injury necessitating the employee's absence may be required by the Personnel Office.

2. When the employee qualifies for sick and injury leave but has exhausted his/her accumulated leave bank, the employee may be absent on an unpaid sick/injury leave. The District has the right to require an examination by a physician mutually agreed upon by the District and the

employee. A contract will not be issued for the ensuing year unless the Employee has provided the District with a physician's statement which provides the District with a reasonable assurance that the Employee's physical/mental status is such that the Employee will be able to fulfill his/her contractual obligation. The District has the right to deny continued absence on unpaid sick leave.

3. Employees absent because of sick, injury, and emergency leave may not serve in other forms of gainful employment beyond the gainful employment that had been a regular part of the employee's work week prior to the sick, injury, and emergency absence. To do so may constitute a breach of contract.

4. The District shall provide employees with access to sick leave pooling in accordance with SPI guidelines.

G. Emergency Leave is intended for problems for which preplanning is either not possible or could not relieve the necessity for the employee's absence. Such emergency leave may be up to and including twelve days per year, without deduction in salary, as long as it is covered under the allowed leave days (Article IV, Section 10, paragraph E).

1. The Employee shall provide the District with an explanation of the purpose of the leave. Emergency leave shall be allowed for critical illness or injury in the employee's immediate family. Critical illness or injury in the employee's immediate family includes surgical operations and in-hospital emergency treatment and presupposes a doctor's attendance. Common illnesses and medical appointments of children and relatives may be covered under this provision.

2. If an emergency leave request is based on a need for a court appearance, a copy of the summons or subpoena must accompany the request. Emergency leave, including special leave, will not be allowed to employees when such leave requested is based on Association and/or class action grievances and/or other legal action against the District. When an individual employee brings legal action, including grievance hearings, against the District, emergency leave may be granted to the individual, if such relief is awarded by the hearing body.

H. Illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are temporary disabilities.

1. Absence for reasons of maternity shall be granted according to the guidelines of the Washington State Human Rights Commission. As the guidelines of the Washington

State Human Rights Commission change, the administrative procedure will be revised accordingly.

2. An employee shall notify the director of personnel as early as possible in writing of the expected date of birth of the child.

3. An employee is eligible for a leave of absence for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth. Leave extending beyond five days shall require a physician's statement to verify the leave period for disability relating to pregnancy of childbirth. A physician's statement for a leave of less than five days may be required. In instances where an employee requesting maternity leave is not under a physician's care because of religious reasons; a supporting written statement from the employee will be required. Such leave shall normally be limited to no more than 30 days.

4. The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:

a. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, provided the employee works up to the day her physician indicated as the beginning of her disability.

b. Sick leave will terminate following birth of her child on the date her physician indicated she can perform her primary responsibilities.

c. If sick leave is exhausted during the period of physical disability, the employee will automatically be placed on a sick and injury leave without pay for the duration of the period unless the disability beyond sick leave is of such duration that granting the leave would be unreasonable in view of the necessities of the school district.

d. A long-term substitute may be placed in the employee's position during the period of absence.

5. When returning from leave, a statement from the employee's attending physician releasing the employee to return to work may be required. Because of circumstance relating to the timing of holidays, grading/report periods, vacation periods, and the change of quarters, the administration and the employee may agree to deviations which would extend the return date beyond the period of disability. In such circumstances the extended period beyond disability shall be without district pay.

I. Adoption Leave - an employee shall notify the Director of Personnel as soon as the employee is notified of the adoptive date. The Employee shall have the use of twelve days of Emergency Leave per year for settling an adopted child into the family.

J. Bereavement Leave - Each absence because of a death in the employee's immediate family shall be allowed with pay for a period of up to five (5) days. (Immediate family is defined as parent, parent-in-law, brother, sister, husband, wife, son, daughter, or person with whom one has had association equivalent to these family ties.)

1. Each absence because of a death of a near-relative in the employee's family shall be allowed for a period of up to two (2) days. (Near-relative is defined as nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or grandparents.)

2. Leaves in excess of the periods above may be applied for under the emergency leave provision.

K. Educational and Community Service Leave

1. All certificated employees shall be given consideration for travel to subject area, association, curriculum, and improvement of instruction meeting. If mutually agreed, the employee may attend such a meeting and reimburse the cost of the substitute. If a request to attend a meeting is denied, the employee will be excused upon request, at a full deduction of salary, provided substitute arrangements can be made.

2. An employee representing the District may be excused by his/her principal or supervisor to attend an educational meeting in Spokane County without submitting a request to the Superintendent provided, in the judgment of the principal, his/her duties can be properly covered to the satisfaction of all concerned and at no additional cost to the District.

3. Upon approval of the Superintendent or designee, employees representing the School District will be excused with travel and expenses related to the absence paid by the District.

4. Upon approval of the Superintendent or designee, employees representing subject matter and other special professional organizations will be excused without reimbursement for travel and expenses related to the absence. Such activities are normally expected to be held on curriculum days.

5. Employees requesting to attend meetings for educational and professional growth under conditions not covered under subsection K.4 above will be allowed to attend such meetings provided that a qualified substitute is available and timely notification is provided to the District. Such attendance will be with a full deduction of salary.

6. Contract employees representing a school-related organization in the community in a leadership role without pay will be excused upon the approval of the Superintendent or designee without expense to the District. A substitute will be provided at District expense.

7. Employees representing a community organization in a leadership role without pay will be excused upon the approval of the Superintendent or designee without expense to the District, but with the substitute cost being provided by the employee or the organization represented.

8. Employees who serve as paid officials in extracurricular activities may be excused without expense to the District but with full deduction of salaries for time missed. Employees may be excused to officiate at WIAA tournaments without cost to the District.

9. The total of all sums to be expended by the District for travel and necessary expenses excluding substitutes related to authorized meetings shall be listed in appropriate categories within the budget.

10. In items K.3, through K.8, an application for absence should be submitted for consideration by the appropriate administrators before being transmitted to the Superintendent or designee ten (10) days prior to the regular Board meeting preceding the time of absence.

L. Special Leave

1. Two Special leave days may be taken for which no reason need be given. The request for leave must be made by the end of the prior regularly scheduled workday. The Employee is not required to state the reasons for the request to take such leave days. These leave days are separate from sick and emergency leave days. These days do not accumulate from year to year. Employees who elect to not utilize these days will receive an amount equal to the cost of a substitute for that Employee. Such days may not be taken the day immediately before or immediately after holidays or school vacation period. In addition, such days may not be taken the last five working days of the year.

2. In the event that the District is not able to staff the program with qualified replacements, the above language will

be renegotiated to successor language. Special leaves would continue to be separate from sick and emergency leave.

M. Temporary Absence - An employee who needs to be absent from duty for a period of less than two (2) hours for an emergency, community service, or an educational growth activity may be excused by the principal or supervisor without loss of pay if, in the judgment of the principal or supervisor, duties can be properly covered to the satisfaction of all concerned.

N. Jury Service Leave - Upon receipt of a jury summons by an employee, the employee will contact the Personnel Office relative to his/her giving such jury service. When an employee is required to actually perform jury duty, he/she shall do so without loss of pay and/or benefits. Jury fees, exclusive of mileage, shall in each case be remitted to the District. In the interest of maintaining the continuity of the educational program, whenever an employee is released early (half or more than half of the workday remaining) from jury duty, he/she shall return to the building for assignment.

O. Sabbatical Leaves of up to one (1) year for advanced study may be granted at the discretion of the Board of Directors to certificated employees who have served in the Spokane Public Schools a minimum of seven (7) consecutive years and whose work is satisfactory. In recommending sabbatical applicants to the Board of Directors, the Superintendent will give consideration to the present or near-future assignments of the various applicants; to fellowships, scholarships, assistantships, or grants already awarded the various applicants; to the potential years of service to the District; to the most beneficial use to the District; and to the budgetary limitations of the District. In no case would the salary paid by the District and the funds received under a grant, etc., exceed one hundred percent (100%) of the basic contract salary which he/she would have received under regular employment with the District.

1. An individual seeking a sabbatical leave must initiate the request by completing and submitting a Sabbatical Leave Form available in the District Personnel Office by March 1 of the year preceding the proposed sabbatical leave.

2. An employee on sabbatical leave shall be contracted at fifty percent (50%) of the employee's basic contract salary for the period during which the sabbatical leave is taken.

3. The total number of persons on sabbatical leave shall not exceed one percent (1%) of the total number of certificated employees; however, the number of participants shall be determined by the Board of Directors.

4. An employee on sabbatical leave may not engage in employment other than that associated with the applicant's pursuance of an advanced degree or additional college work;

i.e., teaching fellowships or teaching assistantships, etc., without a reduction in the sabbatical stipend.

5. An employee returning from sabbatical leave shall be returned to an assignment of comparable salary and work year to that from which the leave was taken, unless a change is mutually agreed upon by the District and the employee.

6. An employee is expected to return to the District for a minimum of one (1) year of service following a sabbatical leave. An employee failing to return will be required to repay the District salary and fringe benefit contributions. An employee will be required to adhere to District Policy as specified by the District Sabbatical Leave Form.

7. An employee may continue insurance benefits by prepaying to the Business Office such amounts as are necessary to cover the cost of fifty percent (50%) or one-half (1/2) of the premium.

P. Public Service Leave It shall be the policy in School District No. 81 to relieve employees of their school responsibilities to participate in the State Legislature or other elected positions related to public service without pay during the term of such office. Should an individual concerned find it necessary to leave his/her school post at times other than his/her elected term, each situation will be handled individually upon the request of the employee.

Q. Association President's Leave - Upon request, the President of the Association will be granted a leave of absence for the school year in which he/she is President. The Association will reimburse the District for the salary and fringe benefits of the President at the end of each month. Experience credit on the salary schedule and sick leave will accrue on leave and will apply on return from leave. The Association will maintain a record of all days of absence under sick, injury, and emergency leave used by the President during the school year and present it annually to the School District. Upon completion of the term of office and leave of absence of the Association President, the District shall, upon the request of the individual, return the individual to the building previously assigned in a similar position, provided the same building is in operation, and further provided that the position has not been changed or eliminated. In the event the previously assigned building is no longer in operation, or the position has been changed or eliminated, a mutually agreed upon position will be provided. The SEA will hold the District harmless for any suit or claim made against the District arising out of released time for attending to Association business.

R. Association Leave - The District shall provide to the Association an aggregate of one hundred and fifty five total days for all bargaining units represented by the SEA each school year

for the purpose of Association leave. Use of such leave shall be approved by the President of the Association. The Association shall provide the costs of substitutes for the absence when substitutes are required. Release time for WEA board members, NEA board members and arbitration witnesses shall not be counted against this leave total. The SEA will hold the District harmless for any suit or claim made against the District arising out of released time for attending to Association business.

S. Miscellaneous Leaves - Other leaves may be granted for up to one (1) year without pay or District payment of insurance premiums, unless indicated otherwise below, upon recommendation of the Superintendent and approval of the Board. Upon request of the employee, leave may be renewed for up to one (1) year. Special conditions of the leave shall be put in writing at the time the leave is granted. The employee's failure to fulfill the special and regular conditions of the leave will be considered a breach of terms and conditions of the employee's contractual relationship with the District and may, at the sole discretion of the District, be cause for disciplinary action which may include termination. Experience credit on the salary schedule and accrued sick leave at the time of the leave will apply on return from the leave with the exception of foreign exchange teaching. Accrued sick leave will be adjusted for miscellaneous leaves involving twenty-one (21) or more days of absence from contract duties. An employee on an unpaid leave may continue his/her choice of District-offered insurances if the employee pays the premium cost directly to the carrier. The employee shall provide notice to the District of his/her intent to return to work by May 15. The following types of leaves will be considered under this provision:

1. Active military service - with pay if absent under RCW 38.40.060.
2. Additional college preparation - Additional college preparation must be a reasonable load of study in a field directly related to an employee's preschool-12 position or sought after position.
3. Extensive travel - must be in the best interest of the District.
4. Foreign exchange teaching - sick leave and salary benefits shall accrue to the teacher on exchange in the same manner as though the employee were teaching in Spokane. It will be the responsibility of the individual employee to present official documentation of attendance during the exchange teaching assignment.
5. U.S. Civil Service or Department of Defense foreign teaching

6. Health - must be the employee or a member of the employee's immediate family.

7. Child rearing - if notice is given during the summer months, leave may be granted for up to one (1) full year. If notice is given during the first (1st) semester of the year, leave may be granted for one (1) full semester. Leave must be for a minimum of one (1) full semester unless otherwise approved by the District.

9. Other educational service - must be deemed beneficial to the District.

10. Unspecified leave - a leave for good cause which does not fall under one of the specified reasons but is judged to be in the best interest of the District.

T. Certificated employees returning from leave shall be returned to their former teaching position if the position is available. If the position that the employee held immediately prior to leave is not available and the employee is assigned into another teaching position, the employee shall have the option to be considered as an involuntary transfer for purposes of pooling options. If the employee returning from leave requests and is granted an alternative assignment, the aforementioned rights are not applicable.

SECTION 11 - EMERGENCY SCHOOL CLOSURES In the event that the District temporarily closes one (1) or more of the schools of the District for one (1) or more days of the contract year, the affected employees will be granted leave at no deduction in salary or benefits, provided that the students are not required to make up the day(s) and provided further that this provision shall not apply to a withholding of services by employees for any reason.

SECTION 12 - EMPLOYEE WORKDAY

A. The regular workday for elementary, k-6, classroom teachers shall be six and one-half hours.

B. The regular workday for Junior high classroom teachers shall be seven hours.

C. The regular workday for Senior high classroom teachers shall be seven hours.

D. All other employees on the basic salary schedule will work the regular classroom teacher day for their assigned level.

E. Employees assigned to both elementary and secondary instructional levels shall work a six hour and forty five minute day.

F. Employees on the Building Level Support Staff salary schedule shall work an eight-hour day. Senior High School Department Heads, because of their responsibilities as classroom teachers, will not usually be held to an eight-hour day.

G. All employees shall have a thirty minute duty-free lunch period exclusive of the normal workday.

H. No employee will be required either to report earlier than 7 a.m. or to stay beyond 4 p.m. except for Employees teaching a zero period. Employees shall begin their workday thirty minutes before the student's school day begins and shall continue thirty minutes after the student's school day ends, except on days that administratively called faculty meetings are held. The time before and after student arrival/departure will be used for preparation or conferences with parents/students. Employees teaching a zero period shall be allowed to adjust the end of their work day by the amount of time it is lengthened at the beginning of the day.

I. At the option of the building administrator, the regular workday may be extended either at the beginning or at the end no more than twenty minutes twice a month or thirty minutes once a month for faculty meetings.

J. No junior or senior high school teacher will be required to teach more than five instructional periods per day.

K. As part of their regular workday, employees may be required to attend meetings and perform such other professional work as may be required by the Superintendent or designee.

1. Assignments to supervision of student activities such as convocations, hall duty, playground duty, recess, bus duty, dances after school, etc., within the regular workday shall be rotated to provide equal treatment to employees. These duties may occasionally extend the regular workday.

2. Employees not assigned to recess duty shall be available for student/parent contact.

3. Employees may be required to participate in one Open House per contract year.

4. No employee will be expected to perform custodial duties previously performed by custodians.

5. Each Vocational Home and Family Life coordination period shall be provided fifteen minutes of vocational coordination time per vocational class during regular school

time or shall be reimbursed for such time at the hourly rate. (\$14.51) Such time not to exceed 180 hours annually.

6. Pay for noninstructional duties beyond the workday will be at the established hourly rate for district level assignments not supported by individual contracts and the Collective Bargaining Agreement.

L. Employees may voluntarily agree to work beyond 4 p.m. in special modified day programs. The usual protection of the Collective Bargaining Agreement will apply.

M. The District and the SEA agree to the concept of a plan that will allow access to the building without compromising the security of the building or the efficient use of the work day by custodians.

SECTION 13 - PREPARATION PERIODS

A. The Association and District agree that preparation periods are vital and shall be interrupted only to the extent necessary to efficient school service.

B. The District will assure that proper facilities will be available for preparation and planning.

C. Each K-6 classroom teacher shall have at least 150 minutes per week of duty-free preparation time during the elementary student school day.

D. Each specialist shall have 150 minutes of duty free prep time per week in uninterrupted blocks 3 days per week minimally.

E. Preparation time will be received at least three days per week for grades 1-6 and five days per week for kindergarten.

F. It is not required that preparation time be prorated during shortened weeks and shortened student days.

G. All secondary teachers will have a minimum of one instructional period per day for preparation or conference with parents/students.

H. Preparation periods will be on a staggered basis during the student day.

I. Specialist, ESA, special education, and other certificated personnel not assigned to a regular classroom shall have preparation time.

J. The parties recognize the need to provide for preparation periods during the student school day for all employees.

K. Those employees assigned to more than one school or assigned to other than regular classroom duties will have their daily preparation periods and/or time to complete case load work scheduled with supervisors.

L. When students are receiving instruction from certificated specialists, the specialists are responsible for classroom control and maintenance.

M. Any elementary music or physical education specialist time available in excess of the time needed for grades 1-6 will be used to schedule music and P.E. for kindergarten. The District will provide 1/2 hour of specialists time equivalent to alternating weeks for each FTE kindergarten teacher.

SECTION 14 - EMPLOYEE WORKLOAD

A. The District will endeavor to assure a pupil/classroom teacher K-12 staffing ratio of 25/1. Because of reduced assistance caused by staff and/or program cutbacks, employees impacted shall have the right to meet with the appropriate administrator(s) to discuss and agree to workload priorities.

B. Grades K-3 shall have a class size ratio of 25 to 1. The principal shall have the ability to add one student to the class to bring the class size up to 26 with overload paraprofessional time. With the written consent of the teacher, the principal shall have the ability to add students beyond 26 with overload paraprofessional time.

C. Grades 4-6 shall have a class size ratio of 28 to 1. The principal shall have the ability to add one student to the class to bring the class size up to 29 with overload paraprofessional time. With the written consent of the teacher, the principal shall have the ability to add students beyond 29 with overload paraprofessional time.

D. Combination Academic Class Size

1. Guidelines contained in the Principal's Handbook will be followed in the selection of students to be assigned to any combination class.

2. Grades K-3 - 24/1

3. Grades 3/4 - 24/1

4. Grades 4-6 - 27/1

E. Grades 7-12 30/1

F. After the second full week of school, should class size maximums exceed the above schedule, the Superintendent or

designee in consultation with principals, appropriate teachers, and other administrators will implement one (1) or more of the following options:

1. employ additional teachers;
2. create combination classrooms;
3. bus students to other schools;
4. modify elementary school boundaries;
5. adjust student schedules or subject offerings;
6. transfer staff; or
7. additional paraprofessional time.

G. It is the intent of the District to reevaluate class size and make necessary adjustments throughout the school year.

H. Under exceptional circumstances and with teacher agreement in writing, maximum academic class size, including team teaching situations, can be exceeded.

I. Class size may be exceeded in traditional large-group instruction, experimental classes, pilot projects, or differentiated staffing pattern situations.

J. The District will strive to maintain staffing standards in special education classes as set by the Office of the State Superintendent of Public Instruction.

K. Additionally, effort will be made in staffing of librarians, counselors, psychologists, physical therapists, occupational therapists, communication disorders specialists, social workers, and nurses to provide and, subject to the availability of continuation of funding, improve an appropriate level of education support services.

L. In grades K-12, effort will be made to assure that nonacademic classes and classes involving special facilities or student stations (e.g., labs, shop classes, and state legal requirements in vocational education) shall have no more students than facilities provide.

M. Any special education student with an active IEP for academic assistance in a special education program for sixty (60) minutes or more daily will be considered as 1 1/2 for 1 for the period of time when he/she is in the regular classroom. Assistance to support the child in his/her mainstreamed placement will be provided by the District as required by the child's individual educational program.

N. If the District determines that there is a financial necessity to suspend work load provisions, prior to taking such action the District will consult with the Association in a Labor/Management meeting.

O. SPECIAL GROUP WORKLOAD

1. The class size in Elementary Art, Developmental Music, Physical Education and the INstruction Media Specialist, when providing direct instruction to students, will be the same as "academic" teacher's class with the same handicap weighting as defined in Article IV, Section 14, paragraph M, except that additional handicapped students above and beyond the class maximum would only be assigned after discussion and examination of alternatives with the teacher.

2. The teachers of the secondary subjects listed below will be informed prior to the placement of handicapped students in excess of the maximum, and the administrator/designee will be available for discussion regarding the placement of such students. Handicapped students shall not be weighted as stated in Article IV, Section 14, paragraph M.

a. The Secondary Art class size will be the same as the "academic" class size. When practical, the administrator/designee will discuss emerging problems which may result in the merging of previously unmerged courses, problem which result in multiple preparations, or the dropping of a course. Work load concerns may be discussed in District department meetings.

b. In Senior High Music, the lab class size, as defined in the Secondary Course Catalog, will be the same as the "academic" class size. When practical, the administrator/designee will discuss emerging problems which may result in the merging of previously unmerged courses, problems which result in multiple preparations, or the dropping of a course. Work load concerns may be discussed in District department meetings.

c. The District recognizes the importance of music at the Middle School level, and therefore, the work load will continue to be reviewed. When practical, the administrator/designee will discuss emerging problems which may result in the merging of previously unmerged courses, problems which result in multiple preparations, or the dropping of a course. Work load concerns may be discussed in District department meetings.

d. The Secondary Physical Education work load will be a daily total of 170 with no class larger than 36. Student aides will not be counted within the work load.

e. The Senior High Health class size will be the same as the "academic" class size for ninth grade students.

f. The District will strive to maintain the existing Secondary Instructional Media Specialist work load. The District will continue to review the staffing needs and areas of responsibility. Employees may discuss the closing date of libraries with the principal. Work load concerns may be discussed in District department meetings.

g. Vocational-Funded Class size will be established in compliance with the current edition of the State Standards for Vocational Education Programs. The "academic" class size will apply to those classes which are not addressed in the Standards. Students in excess of the Standards or "academic" size will only be assigned after discussion with the teacher. In those programs which traditionally exceed the "academic" class size, the District will take into consideration the number of work stations available when assigning students.

h. The Applied Arts class size will be the same as the "academic" class size except for those classes which traditionally exceed the "academic" maximum, and in those subjects the number of work stations will be considered when assigning students. Students in excess of the maximum will only be assigned after discussion and examination of the alternatives with the teacher.

i. Traffic Safety Education class size shall be thirty six to one. (36/1) Paraprofessional time will be provided based upon the needs of the District.

j. The secondary Limited English Speaking program class size shall be sixteen to one (16/1) per period with paraprofessional assistance over that amount. The District will strive to maintain paraprofessional assistance, however, recognizing that circumstances might require adjustments.

k. The elementary Limited English Speaking program class size shall be twenty-two/one (22/1) daily average with aide assistance over 22/1 daily average. The District will strive to maintain paraprofessional assistance, however, recognizing that circumstances might require adjustments.

l. The District will strive to maintain the existing Secondary Counselor work loads. The counselor will work with the principal regarding the need for clerical help during periods of peak registration. Counseling services will be discussed with the appropriate administrator.

3. The District agrees not to layoff nursing staff. Work load concerns may be discussed in District department meetings. The District will continue to review the needs in this area.

4. Indian Education work load concerns may be discussed with the appropriate supervisor(s).

5. Special Education

a. Audiologist service will be provided based upon the identified student needs. Work load concerns may be discussed at District department meetings.

b. The Communication Disorder Specialists' student case load will be selected according to the criteria established within the "Communication Disorder Specialists Matrix of Services." This reference document will be regularly revised to maintain an accurate reflection of those students demonstrating maximum severity.

c. The Occupational and Physical Therapists' student case load will be selected according to the criteria established within the "Occupational/Physical Therapy Matrix of Services." This reference document will be regularly revised to maintain an accurate reflection of those students demonstrating maximum severity. The District will attempt to maintain reasonable Occupational and Physical Therapists caseloads.

d. The District will endeavor to maintain the existing Psychologists work load.

e. The District will endeavor to maintain the existing Social Workers work load and will continue to review the needs in this area.

f. The Behavior Intervention Room work load shall be ten (10) students per period with a minimum of a 3-hour paraprofessional. Additional paraprofessional time will be provided if ten students per period is exceeded and/or if individual behavior warrants such additional paraprofessional time.

g. The Special Design Class Room work load shall be ten (10) students per period with a minimum of a 3-hour paraprofessional. Additional paraprofessional time will be provided if ten students per period is exceeded and/or if individual behavior warrants such additional paraprofessional time.

h. Other Classes

1). In the Secondary, additional paraprofessional time will be provided when ten students per period and forty students (body count on I.E.P.'s) per teacher building average are exceeded. Additional paraprofessional time will be provided at a rate of one (1) hour of aide time per six students per day building average.

2). In the Elementary, additional paraprofessional time will be provided when thirty five contact hours per day building average and a minimum of twenty five students (body count on I.E.P.'s) per teacher building average are exceeded. Additional paraprofessional time will be provided for loads exceeding these specifications.

P. Employees may discuss work load concerns with the appropriate administrator at the building level or at District department meetings.

Q. Grievances relating to Employee Workload shall be grievable only through step three (3) of the grievance procedure contained herein.

R. In the event layoff procedures must be implemented, the employee workload provision may be suspended after consultation with the Association in a Labor/Management meeting.

SECTION 15 - SPECIALISTS

A. Each P.E. and Music Specialist shall teach no more than 40 classes per week, including chorus.

B. Specialist shall have five minutes of passing time between each class.

C. Music and PE Specialists shall have one instructional period for travel, take down, and set up time in instances of travel between buildings.

SECTION 16 - AUXILIARY PERSONNEL

A. Employees shall supervise, within District-established guidelines, the duties of auxiliary personnel whose role shall be to support rather than supplant the employees in compliance with WAC 180-44.

B. Employees will be assigned auxiliary personnel absent coercion or harassment. Employees will have the right to refuse the services of auxiliary personnel except where categorical program requirements dictate the services of auxiliary personnel.

C. Certificated employees will assist in the evaluation of auxiliary personnel. Certificated employees may recommend the transfer of auxiliary personnel.

D. Overload paraprofessional hours will remain constant in the building for five (5) school days after the service time is no longer required for student overload purposes. If the service time is again required during the five (5) day period because of a new student overload situation, the excess service time identified above will be assigned to satisfy the new overload situation. If an overload situation does not reoccur during the five (5) days, the paraprofessional time will be available for use as determined in the building during the five (5) days only. The principal will be responsible for making the final determination regarding the use of excess overload paraprofessional time after consulting with the faculty.

E. Every elementary school will be guaranteed at least one day of library paraprofessional time every full week. This section will not result in the reduction of certificated librarian time or library paraprofessional time in any building.

F. A paraprofessional or paraprofessionals will follow special education student(s) to the specialist's class if the paraprofessional(s) is (are) assigned specifically and solely to the special education student(s) for that specific period of time for the purpose of supervision and direct assistance. In the event that there is a dispute regarding the interpretation of this section, the principal will make the decision after consulting with the multi-disciplinary team.

SECTION 17 - SUBSTITUTE FOR PRINCIPAL OR COUNSELOR

A. Employees who wish to substitute for the principal should make their desires known to the principal. The principal retains the right to select the substitute and employees have the right to refuse to substitute.

B. Substitutes for teachers serving as building principals shall be provided under the following circumstances:

1. After one (1) day;
2. On the first (1st) day with advance notice of principal's absence; or
3. On the first (1st) day if the teacher and area director mutually determine a substitute is needed. If no mutual agreement, the teacher will not be required to serve as building principal.

C. The employee shall receive a stipend of \$20 per day for each full day of substituting for the principal beginning on the

second (2nd) full day of assignment as designee each year. The stipend shall be in addition to the employee's usual daily rate.

D. In the instance when a secondary counselor is to be absent from duty a substitute shall be employed beginning on the second day of absence if that absence is due to illness or emergency leave. A substitute may be provided on the first day of absence at the discretion of the principal.

SECTION 18 - DEPARTMENT HEADS

A. Department head positions will be offered on separate supplemental contracts.

B. All department head positions that currently exist will be maintained for the duration of this agreement unless the program is eliminated or there is only one person in the department.

C. Department heads will get an additional (second) preparation period when they have nine (9) people or more to evaluate. They will receive a second additional (third) preparation period when they have seventeen (17) people or more to evaluate.

D. Department Coordinators as identified by the District at the Junior High and Jantsch will be paid \$300. Music Coordinators at the Senior High will be paid \$300.

SECTION 19 - EMPLOYEE WORK YEAR

A. Except for short term substitutes, the employee work year for all employees covered by this Agreement shall consist of one hundred eighty (180) workdays.

B. The calendar is attached as addendum P.

C. The Association agrees that the District may alter the work year to meet emergencies or unforeseen circumstances provided, however, that the total number of workdays shall not exceed one hundred eighty (180) days. The schedule for workdays to be made up shall be subject to discussion in Labor/Management meetings or negotiations if necessary.

SECTION 20 - SUBSTITUTE TEACHERS

A. The District agrees to notify substitutes at the earliest possible date and time when their services are to be used, assuming adequate notice is given by the absent employee. If adequate notice is provided, the substitute will be expected to adhere to the workday of the regular employee whom he/she is replacing. All substitutes shall be provided with the necessary keys upon checking in with the school principal or designee.

B. Qualified substitutes, upon application, will be given consideration for full-time regular employment as specified in the Assignments and Transfers Procedure contained in the Agreement.

C. In the event a substitute is denied employment as a regular employee, the District will, upon request, provide written reasons for the denial.

D. In the event the layoff and recall provision of this Agreement has been implemented, this hiring provision will not be utilized until the recall procedure has been exhausted.

E. As substitutes become long-term substitute employees, as defined by placement in the basic personnel contract or by serving more than twenty (20) consecutive full days in the same assignment, they will be granted proper placement on the basic salary schedule according to educational credits and years of experience.

1. Placement on the basic salary schedule will be retroactive to the first day of continuous service.

2. Experiential credit will be granted on the salary schedule for substitute service which meets the minimum number of days required to obtain credit for experience on the salary schedule.

3. Long-term substitutes will receive one (1) sick leave day per month of continuous service. Sick leave earned may be used during the time it is earned and will not accumulate from year to year.

D. Substitute lists will be made available, upon request, in each building to the regular employees of that building. Employee requests through the building principal or designee for a specific substitute(s) will be honored provided the substitute is qualified, has not had prior performance concerns in the building, and is approved by the principal/designee, and if ample notice is given and the substitute(s) is available.

E. Prior to the District taking action to reduce or eliminate a substitute for refusing to substitute, the District will contact the substitute with a warning.

SECTION 21 - CERTIFICATED STAFF EVALUATION

A. The primary purpose of the evaluation procedure is to improve instruction.

B. Bargaining unit employees, except substitutes, under this Agreement will be evaluated each year in accordance with the procedures and criteria set forth in this article.

C. Definitions of terms for this section are as follows:

1. Evaluation refers to the completion of the Performance Evaluation report for Certificated Employees attached to this agreement as Addenda E, F.
2. Observation refers to the data gathering process necessary to complete an evaluation report.
3. Evaluator refers to the administrator assigned to evaluate an employee.
4. Contributing evaluators refers to personnel assigned to assist the evaluator in evaluating employees. Up to two contributing evaluators may be assigned to assist with an employee's evaluation.

D. Certain factors shall be taken into account for purposes of evaluation. They are:

1. Evaluators shall, in all observations/evaluations, take into account the individual differences of students assigned to the employee.
2. The parties recognize that teaching strategies and techniques vary; therefore, evaluators will not base their evaluation solely on one technique or strategy.
3. Evaluators will take into consideration the availability of supplies, materials, custodial, and/or maintenance services, etc.

E. Elementary librarians shall be evaluated using the same forms as certificated teachers plus an additional media specialist evaluation portion.

F. Employees involuntarily reassigned to a majority assignment in which they have not previously taught or in which they do not possess an undergraduate minor or its equivalent issued within the last five (5) years will not be nonrenewed for performance deficiencies primarily related to subject matter, professional preparation, and scholarship during the first year of their involuntary assignment.

G. The parties agree to adopt the philosophy that there will be no surprises on the performance evaluation report. Evaluators will accurately inform employees of their progress during the evaluation process.

H. Within the school, the principal or administrative/supervisory designee shall be responsible for the evaluation of employees assigned to that school.

1. Employees may have up to two contributing evaluators.

2. Employees not regularly assigned to any school will have an evaluator assigned from within the District administrative organizational responsibility chart.

3. The employee will be told by October 15, or 30 days after employment, who his/her evaluator and contributing evaluator(s), if any, will be. In the event there is a need for a change of evaluators, the employee shall be notified in a timely manner.

4. Central and regional support staff may, at the direction of their principal, assist in the observation and evaluation of travelling and nonclassroom certificated employees.

5. Senior high department heads may, at the direction of the principal, assist in the observation and evaluation of classroom employees in their departments.

6. In the event there are negative comments on any observation or evaluation report, the employee has the right to request assistance and observation by a person of his/her own choosing. Such assistance, if approved, shall be solely for the purpose of aiding the employee with developing a specific instructional or classroom management approach. An individual providing such assistance shall not participate in any fashion in the formal evaluative process unless the District and the employee agree in writing to such involvement.

7. An evaluator may request District-designated improvement of instruction personnel to assist in observations and evaluations.

I. Evaluation criteria: All employees shall be evaluated in accordance with the appropriate criteria set forth in the evaluation forms attached to this Agreement which addenda are hereby made a part of this Agreement.

J. Required evaluations: The District will adopt the standard of one evaluation report per regular employee per year to be completed by June 1, with additional evaluation reports as listed below:

1. All employees newly hired by the District shall be evaluated within their first ninety days of employment.

2. Employees transferred during the school year will be evaluated at the time of the transfer.

3. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date if adequate notice is given and the employee has worked at least 90 days.

4. If an employee demonstrates performance deficiencies, an additional evaluation report can be completed. This clause does not pertain to the probationary process.

5. Any employee may request more than one evaluation per year.

K. The following minimum observation criteria will be met before an evaluation report can be completed:

1. A minimum of one observation for a total of 30 continuous minutes shall be required for the evaluation of new employees under Article IV, Section 21, paragraph J.1 herein.

2. Each regular employee shall be observed at least twice in the performance of his/her assigned duties.

3. Total observation time will be at least 60 minutes per year.

4. A minimum of one observation for 30 continuous minutes will be scheduled with the employee as an announced observation.

5. Other observations may be unannounced, but the District agrees that the number of unannounced observations will not be excessive and will follow the building norm except in unusual circumstances; i.e., if an employee either evidences performance deficiencies that may lead to probation or is on probation.

6. When an administrator observes an employee, he/she will inform the employee whether or not he/she is in the room for evaluation observation purposes as soon as appropriate after entering the room.

7. Written feedback for evaluation observation purposes will be given to the employee in a timely manner.

8. Either the employee or the observer can request a conference concerning the observation.

L. Upon completion of an evaluation by the evaluator, the employee shall be provided with a copy of the evaluation report.

1. The employee shall sign the School District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report.

2. The employee shall have the right to attach any comments to the evaluation report. This may be done at the

time the employee receives a copy and prior to the report being forwarded to the District Personnel Office; or they may be forwarded to the Personnel Office within seven (7) school days following the evaluation conference.

3. Following completion of each evaluation report required under Article IV, Section 20, paragraph J herein, a meeting shall be held between the evaluator and the employee to discuss the report, unless when signing the evaluation report the employee indicates no desire for such a meeting.

4. In the event any final evaluation report indicates the employee has been rated "unsatisfactory" in one (1) or more of the evaluation criteria, the evaluator and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient area(s). In connection with the development of such plan, consideration should be given to utilizing the services of available resource persons (e.g., coordinator, department head, psychologist, fellow teacher) to observe the employee's performance and make recommendation for improvement. If the evaluator and employee are unable to agree upon a mutually acceptable plan, the evaluator will prepare and deliver a plan to the employee.

M. In the event an evaluator determines on the basis of the evaluation criteria that the performance of an employee, other than a provisional employee, under his/her supervision is unsatisfactory, the evaluator shall report the same in writing to the Superintendent on or before January 20. The report shall include the following:

1. The evaluation report completed on or before January 15;
2. a recommended specific program designed to assist the employee in improving his/her performance; and
3. any written comments by the employee.

N. If the Superintendent concurs with the evaluator's judgment that the performance of the employee, other than a provisional employee, is unsatisfactory, the superintendent shall place the employee in a probationary status, beginning on or before February 1 and ending May 1. On or before February 1, the employee shall be given written notice of the action of the Superintendent, which notice shall contain the following information:

1. Specific areas of performance deficiencies;
2. a suggested specific program for improvement;

3. a statement indicating the duration of the probationary period and the purpose of the probationary period, which is to give the employee the opportunity to demonstrate improvement; and

4. a statement indicating area(s) of assistance to be provided by the supervisory staff.

O. Evaluation during the probationary period:

1. At or about the time of delivery of a probationary letter, the evaluator shall hold a conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.

2. During the probationary period, the evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress or lack of progress made by the employee. The provisions of this article referring to evaluation procedures will apply to the documentation of evaluation reports during the probationary period.

3. Beginning with the probationary period, an employee may have an Association representative present during the twice-monthly conferences concerning evaluation reports.

4. The probationary employee should be removed from probation at any time he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation. In this event, a statement will be attached to the probationary letter indicating the employee has successfully met the conditions of probation.

P. Unless the probationary employee has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period, which report shall identify whether the performance of the probationary employee has improved and which shall set forth one (1) of the following recommendations for further action:

1. That the employee has demonstrated sufficient improvement to justify the removal of the probationary status; or

2. That the employee has demonstrated sufficient improvement to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or

3. That the employee has not demonstrated sufficient improvement and action should be taken to nonrenew the employment contract of the employee.

Q. Following a review of the post-probation report, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event the Superintendent determines the employee has not demonstrated sufficient improvement, the Superintendent shall make a determination of probable cause for the nonrenewal of the employee's contract and shall provide written notice thereof to the employee on or before May 15 pursuant to the requirements of RCW 28A. 67.070. In this event, the provisions of RCW 28A.58.455 shall apply.

R. Mechanical and/or electronic devices maybe used for the improvement of instruction, but shall not be the primary basis for a negative evaluation. Employees shall receive prior notice of the use of electronic devices and employees shall have the right to refuse to participate in the use of electronic devices. Intercom systems between work stations and the building office will be used solely for communication.

S. After four years of satisfactory evaluations, the district may use a "short form of evaluation" with an employee. The short form will be a 30 minute observation during the school year with a written summary. A copy of the written summary will be provided to the employee and a copy will be kept by the evaluator. the short form may not be used as a basis for determining that an employee's work is unsatisfactory or probable cause for nonrenewal of an employee's contract. The short form of evaluation shall be followed at least once every three years with the standard evaluation instrument. In order for the employee to qualify for the three year cycle, the following three conditions must be met:

1. The employee must have all satisfactory ratings on the last four consecutive evaluation reports.
2. The employee must want to participate in the three year cycle.
3. It is the district goal to have as many employee as possible on the three year cycle. In order to promote an effective three year process, it is important to evaluate approximately one-third of the staff who qualify for the three year cycle on the formal evaluation instrument each year.

Either the employee or the district will have the right to terminate the use of the short form at the endo of a school year and to use the standard evaluation report and procedures for the following year.

SECTION 22 - LAYOFF AND RECALL PROCEDURES

A. The District acknowledges the value and necessity of maintaining continuity in its educational program and staff.

B. The parties agree the layoff of represented certificated personnel shall result from a significant curtailment of revenue attributable to reduction in enrollment, reduction of funding of categorical and/or state-funded projects and programs, and/or failure of a special levy election, provided that the District shall resubmit any failed M & O levy a second time, but shall have discretion to adjust the amount thereof. Layoff does not refer to decisions to discharge or nonrenew for cause, nor does it refer to the nonrenewal of provisional employees for economic reasons. The term "layoff" as used herein refers to action by the District reducing the number of employees in the District.

C. In the event of curtailment of revenue, the following programs will be given consideration for reduction or elimination by the Board of Directors before layoff of certificated employees:

1. District contracted services except those that are self-supporting.
2. Sabbatical leave and administrative intern programs.
3. Bus transportation to the legal limit.
4. Extended day and cost connected extracurricular activities.
5. Out-of-District travel, paid by the District.
6. Maintenance and capital purchases in areas except those relating to health and safety standards.
7. Nonemployee related costs except those related to health and safety standards.

D. The parties agree that the District retains the right to determine program.

E. Upon identification of the District's program and services to be provided each year if staff reduction is required, the procedures set forth in this article shall be implemented. Employees with contracts will not be laid off during any school year. All layoffs will be effective at the start of the following school year. In the event of layoff, the District shall provide written notice to all affected employees on or before May 15 of the school year preceding the year in which the layoff would occur.

F. In the event that it is necessary to reduce the number of employees, those employees who will be retained to implement the

District's reduced or modified program and those employees who will be laid off from employment will be identified by using the procedures as set forth in this article hereafter.

G. By January 1 of each school year, the District will provide each employee and the Association with an initial written statement reflecting the employee's status relative to the layoff and recall criteria. It shall be the responsibility of the employee to notify the District Personnel Office if the employee feels that he/she has not been considered for retention in the appropriate categories and/or assignments. A finalized layoff and recall list shall be provided the Association by March 1 of each year, and this list shall specify the retention and layoff conditions in each category, excluding those conditions relating to the affirmative action considerations identified elsewhere in this Agreement. The procedures to be followed in determining the staff to be retained are described herein:

1. Possession of a valid Washington State Certificate which is required for the assignment under consideration shall be a prerequisite for retention. All certificated employees shall be initially grouped into one (1) of three (3) categories: (1) K-6, (2) 7-12, and (3) Specialists. Within each category above, specific assignment areas will be identified and will be used to determine the personnel to be retained and to allow for the least disruption to the ongoing program.

2. CATEGORIES

a. Category No. 1 - K-6 K-6 staff includes all represented certificated staff whose majority assignment is in K-6 schools. All K-6 staff with assignments other than K-6 classroom teaching shall have the opportunity to be considered for retention in the K-6 classroom teacher assignment as well as their current elementary majority assignment dependent upon certification. These assignment areas are: K-6 classroom teacher, special education teacher, Chapter 1 teacher and Chapter 1 counselor, elementary counselor, librarian, art-music-PE teacher, gifted teacher, APPLE teacher, Montessori, Indian education, and others.

b. Category No. 2 - 7-12 7-12 staff includes all represented certificated staff whose current majority assignment is with 7-12 grade students. 7-12 staff will be considered for retention on the basis of past or present teaching assignment and/or academic preparation based on the employee's credentials and shall select a maximum of four (4) assignment areas. These assignment areas include language arts, reading, social studies, mathematics, science, foreign language, physical education, home economics, industrial arts, business education, driver education, instrumental

music, vocal music, art, special education, library, counselor, Stay-In-School, REAL, Bridge, Marian Heights, and industrial education, agricultural education, diversified occupations, gifted education, and others.

c. Category No. 3 - Specialists Specialists include all represented certificated personnel other than central/regional personnel whose assignments routinely involve working with students from both the K-6 and 7-12 levels. Specialists include psychologists, regional guidance center counselors, social workers, communication disorder specialists, hearing therapists, Bryant staff, instructional television, physical therapists, occupational therapists, nurses, bilingual teachers, education specialist, special education specialists, Shrine, Sacred Heart, and others. Specialists shall be considered for retention in their area of current majority assignment. In addition, specialists may elect to be considered either for the K-6 classroom teaching assignment or for three (3) assignment areas from the 7-12 category for which they possess necessary certification, endorsement, and meet the experience or academic standards identified in Section C.

3. Each employee will, in accordance with the criteria set forth in paragraph E herein, be considered for retention in the assignment held at the time of the implementation of these procedures. For the purposes of this paragraph, an employee is currently performing in any assignment to which over fifty percent (50%) of such employee's time is devoted. If an employee is not performing over fifty percent (50%) of his/her time in any one (1) assignment, then the assignment in which he/she performs the greatest amount of time will be considered the one in which he/she is currently performing. If the employee is performing an equal amount of time in two (2) or more assignments, the employee will select, prior to application of this Section, whichever assignment for which (from the two (2) or more assignments of equal service) he/she wants to be considered for retention. Duties under supplemental contracts shall not be considered as part of the performing time under this Section. In selecting assignment areas as provided for in this Section, the employee shall be considered for such additional assignments, as he/she may designate in writing to the Superintendent or designee, provided that in order to qualify for consideration in such assignments the employee must have had a minimum of one (1) full year of professional experience in such assignment for more than fifty percent (50%) of his/her assignment, or must have had academic preparation for this assignment as evidenced by his/her credentials. In addition, the employee must hold the

required, valid certificate and/or endorsement for the assignment under consideration.

4. If, in the process of implementing the layoff and recall procedures, it is determined that the employee does not possess the required valid certification or endorsement for an assignment which the employee has selected, the employee will be considered only for the other assignments initially identified by the employee, in which case the employee will be notified. All designations for consideration in assignments other than the one presently held by the employee shall be submitted in writing within five (5) days after any request for such information is made by the Superintendent or designee; except in emergencies, individual situations will be considered. Employees will only be considered for an additional assignment if they do not qualify for retention in the assignment held at the time of the implementation of these procedures.

5. Employees shall be considered for retention in available assignments for which they qualify under paragraph C herein. In the event there are more qualified employees than available assignments in a given category, the following criteria shall be used to determine which employee(s) shall be recommended for retention.

a. The District will attempt to maintain as many full-time positions as practical.

b. Employees on an extended basic contract shall not be obligated to accept any assignment which adversely affects their extended contract. The District shall inform and explain to the employee so affected as to the ramifications of voluntarily accepting the new assignment. Choices among the employees shall be made by Steps 1 through 5 as outlined herein.

Step 1 - Employees in both full and part-time positions will be treated equally for the purposes of lay-off/retention/recall.

Step 2 - To identify the potentially retained and potentially laid off employees, the following lists shall be prepared:

(a) A list of each category showing current majority assignment. Employees on this list will be ranked as follows:

(1) Employees will be ranked initially according to placement on K-12 salary schedule (including salary increase due to master's or doctor's degree and approved military service). Part-time employees will be indicated on the list but will

be ranked according to the full salary equivalent placement on the salary schedule.

(2) If ties exist, employees with prior Washington State teaching experience, which is of the nature eligible for recognition by the District for salary purposes, not reflected on the salary schedule (employees with 12 to 20 years' experience or above 20 years' experience) will be ranked above employees with whom they were previously tied.

(3) If ties remain, employees with more "total seniority" will be ranked ahead of those with less seniority. Seniority is the total "years" of certificated experience of the nature eligible for recognition by the District for salary purposes.

(4) If ties remain, the employee with the most "years" teaching experience within the State of Washington, which is of the nature eligible for recognition by the District for salary purposes (without credit for master's or doctor's), will be ranked above the employee with less experience.

(b) A list in each category showing (a) current assignment and (b) alternative categories. The employees on each list will be ranked as follows:

(1) Employees will be ranked initially according to placement on K-12 salary schedule (including salary increase due to master's or doctor's degree). Part-time employees will be indicated on the list but will be ranked according to the full salary equivalent placement on the salary schedule.

(2) If ties exist, employees with prior Washington State teaching experience, which is of the nature eligible for recognition by the District for salary purposes, not reflected on the salary schedule (employees with 12 to 20 years' experience or above 20 years' experience) will be ranked above employees with whom they were previously tied.

(3) If ties remain, employees with more "total seniority" will be ranked ahead of those with less seniority. Seniority is the total "years" of certificated experience of the nature eligible for recognition by the District for salary purposes.

(4) If ties remain, the employee with the most "years" teaching experience within the State of

Washington, which is of the nature eligible for recognition by the District for salary purposes, will be ranked above the employee with less experience.

(5) In the event of ties after applying (a) through (e), all employees so affected will participate in drawings by lot to determine exact ranking on each list. If ties exist at any time hereafter within the categories/assignments, the rankings herein will be used to determine the senior employees. The Association and all employees affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

Step 3 - Using the lists prepared in Step 2.a, and the Board adopted staffing levels, the District shall determine the employees to be retained in each category/assignment. If ties exist, the list prepared pursuant to Step 2.b will be used to break the ties.

Step 4 - All employees not initially retained in Step 3 will be placed in a tentative RIF pool. Employees in the tentative RIF pool will be ranked according to criteria used in preparing the lists in Step 2.a. Each employee, in order of ranking, will be checked for placement beginning with his/her first listed alternative. If he/she ranks higher than the last person listed in the list prepared in Step 2.a he/she will be placed on the list of employees tentatively retained for the category/assignment, and the last employee on the list will be placed in the tentative RIF pool. If ties exist at the top of the tentative RIF pool, all categories/assignments listed by the tied employees will be identified. Starting with category/assignment K-6 and progressing sequentially through all categories/assignments, all tied employees who have listed such category/assignment will be considered for retention therein. This process will be continued until each employee in the RIF pool is lower in ranking (per criteria identified in Step 2) than the lowest ranked individual on the tentatively retained employee list for which the individual has requested consideration (including the employee's current assignment).

H. Recommendations for certificated staff reductions developed in accordance with these procedures shall be presented to the Board prior to May 15 (or such other date as may be subsequently established by law for certificated contract renewal) for further action by the Board in accordance with applicable law.

I. All certificated personnel placed on layoff status in accordance with these procedures shall be terminated from employment

and placed in an employment pool for possible reemployment. Employment pool personnel will be given first opportunity to fill vacancies within the categories/assignments identified in paragraph B for which they are qualified. If more than one (1) such employee is qualified for an open position, the criteria set forth in paragraph C shall be applied to determine who shall be offered such position.

J. A laid-off employee will be placed in the employment pool for an 18-month period beginning with the date service is completed. It will be the responsibility of the laid-off employee to notify the Personnel Office in writing via certified mail or personal delivery by December 1 of the year following the receipt of the layoff notice that he/she wishes to remain in the employment pool.

K. When a vacancy occurs for which a person(s) in the employment pool qualifies, notification from the District to such individual will be by certified mail or by personal delivery. Such individual will have ten (10) calendar days from the receipt of the written offer to accept the position. If an employee rejects a position for which he/she is certificated to fill or does not respond, the employee shall be removed from the employment pool. It shall be the responsibility of each employee to notify the District of any changes of address. The employee's address as it appears on the District's records shall be conclusive when used in connection with layoffs, recall, or other notice to the employee.

L. In the event that recall becomes possible, the District shall first recall from the employment pool all employees qualified as per paragraph B for the available positions before the District employs any additional personnel to fill assignments. Employees on layoff shall be recalled in reverse order of layoff within the categories/assignments for which qualified.

M. The District will utilize employment pool personnel as substitutes on a first priority basis.

N. The District will give assistance to personnel in the employment pool who wish to maintain insurance programs by the employee's paying the premiums directly to the insurance carrier.

O. This Section does not apply to substitutes.

P. In the event of legal or other challenges to the above procedures which prevent completion this provision prior to May 15, the District shall nevertheless, in order to meet the statutory requirements, notify those employees it deems necessary that they will be placed on layoff status and/or adversely affected in contract as defined by applicable law provided that such notice shall be so worded as to incorporate the terms "placement on layoff status" or "as dictated by applicable law,"

provided, however, that as soon as the provisions have been completed, the District will amend the layoff list as necessary and immediately recall such employees as may be appropriate utilizing procedures outlined previously in this article.

SECTION 23 - DISCIPLINARY ACTION FOR CAUSE

A. No employee shall be disciplined without cause. The principles of progressive discipline shall be applied. Progressive discipline may include, as appropriate, verbal warning, written warning, and written reprimand. Disciplinary action taken against an employee shall be appropriate to the behavior which precipitated the disciplinary action.

B. After a supervisor concludes that actions of an employee may be cause for discipline, he/she shall notify the employee of the nature of the concern which has come to his/her attention and allow the employee an opportunity to meet with the supervisor and respond thereto. An employee or group of employees shall have the right to be accompanied by a representative of the Association during any such meeting with the employee(s).

C. An employee shall have the right to attach a statement to any written record placed in his/her file as a result of disciplinary action and shall have access to the grievance procedure.

* * * * * ARTICLE V - COMPENSATION * * * * *

SECTION 1 - METHOD OF PAYMENT

A. Except for short term substitutes, employees will be paid in twelve (12) monthly installments. Warrants will be issued to employees on the last working day of the Payroll Office each calendar month.

B. An employee receiving an overpayment or underpayment has an obligation to notify the Payroll Office. Errors made in payment will be corrected as promptly as possible, with due consideration given to avoiding employee hardships. Any error which results in incorrect salary schedule placement will be corrected by district payment or employee repayment only from the present year. Prior year's placement error will be adjusted only if such error is brought to the attention of the Personnel Department of the District prior to October 1 of the present year.

C. An employee who is leaving the District shall be paid compensation for which the employee is eligible without undue delay. The deferred payroll system makes it necessary for an employee to furnish the Personnel Office with a written resignation no later than May 15 in order to receive full payment in June.

D. Payroll warrants will provide a specific breakdown of all deductions made from the gross salary amount; the current accumulated sick, injury, and emergency leave, and the amount of sick, injury, and emergency leave used during the previous pay period.

SECTION 2 - SALARY IMPROVEMENT

A. Prior to October 10, 1989, each certificated employee covered by this agreement shall choose whether to be paid in accordance with salary schedule A or salary schedule B, both of which appear in appendix A of this agreement. Pay in accordance with the selected schedule shall begin on the October warrant, retroactive to September 1.

B. Prior to October 10, 1990, each employee who is still being paid in accordance with salary schedule A shall choose whether to continue being paid in accordance with schedule A or to move to schedule B. Pay in accordance with the selected schedule shall begin on the October warrant, retroactive to September 1.

C. Once an employee has chosen to move to salary schedule B, he/she shall not be allowed to move back to schedule A, but shall remain on schedule B and successor B schedules.

SECTION 3 - In the event that any provision of the compensation improvement combination as stated herein, in the opinion of the Office of the Superintendent of Public Instruction or other agency with governing jurisdiction, places the District in violation on any compliance regulation, the District may take steps as necessary to adjust the compensation improvement to the extent that compliance is achieved, and shall consult with and supply documentation to the Association. Either party may reopen negotiations after the effective date of any such action, provided that fifteen (15) working days' notice of intent to reopen negotiations must be given in writing to the other party. The parties agree that the notice shall contain a reference to the action upon which the request to negotiate is based.

SECTION 4 - GENERAL PROVISIONS FOR SCHEDULE A

A. Training Credits

1. Education credits allowable for salary determination must be obtained from accredited institutions by direct instruction, not by correspondence. School District curriculum work will be allowable for salary increases if approved by the District. Evaluation of such work shall be on the basis of similar work in college seminar courses.
2. Credits allowed to date for salary purposes will be maintained provided that credits were not initially allowed because of an error in calculation.
3. Credits for new employees will be reviewed by the Personnel Director for application to the salary schedule.
4. Additional credits allowable on salary schedule A must have the approval of the Personnel Director, subject to appeal through the grievance procedure.
5. After September 6, 1972, a Bachelor's Degree and an initial teaching certificate are required of each new employee for the first column of the salary schedule with an additional approved fifteen (15) quarter hours or equivalent beyond the Bachelor's Degree and initial teaching certificate for each training step increment.
6. At the time of employment, credits for placement on the salary schedule will be allowed when a specific college course of study required to obtain Washington State ESA or other Washington State Initial Certification specifies that additional credits must be earned beyond the issuance of a B.A./B.S. degree. (These credits must be reflective of the minimum number of credits required to obtain such certification.) In order to move on the salary schedule for 1983-84, it shall be the responsibility of current employees affected by this provision to present the District with

adequate documentation prior to October 1, 1983, as to the minimum course requirements leading to certification.

B. Military experience is accepted up to a maximum of two (2) years in lieu of teaching experience. Credit cannot be given on the salary schedule for experience in military service if academic credit is granted for such military service.

C. Experience credit shall be credited in units of one (1) year, not in fractions thereof. To be eligible for the experience credit an individual must teach a semester or longer in the same assignment. Part-time employees must accumulate service equivalent to .5 FTE before advancing to the next experience step. Such personnel will accumulate partial experience according to the nearest one-tenth of a year for which an employee has worked or received paid leave. However, no more than 1.0 school year of experience may be counted for any 12-month period. The change in method of calculating experience (from 1.0 to .5) will be applicable only to experience earned after September 1, 1986.

D. Education credits reported by presentation of an official transcript to the Personnel Department will be accepted through September 30. No credits reported after September 30 will count toward the current year's salary. Exceptions will only be made when clear documentation shows that the reason for the lack of an official transcript being presented to the District by September 30 rests solely upon the registrars office of the university. Employees are encouraged to report these credits at the earliest possible date.

E. Nurses will receive one hundred percent (100%) of the basic salary schedule.

F. In instances where salary increases are to be effective as of September 1st, the salaries of those employees whose normal responsibilities begin prior to September 1st shall be adjusted as of the date when responsibilities begin.

SECTION 5 - GENERAL PROVISIONS FOR SCHEDULE B Calculation of credits and experience for employees who have chosen to be compensated in accordance with schedule B shall be in accordance with rules and regulations as established by the state for salary allocation purposes.

SECTION 6 The District shall establish an annual reporting process for all credits and clock hours.

SECTION 7 - BUILDING LEVEL SUPPORT STAFF SALARY SCHEDULE

The percentages listed below shall be applied to the basic salary schedule in the computation of salaries for each employee assigned to the respective position. An explanation of special provisions is set below: (Increments stated below are automatic on a year-to-year basis until a maximum ratio is achieved.)

<u>Position</u>	<u>Min. Ratio</u>	<u>Max. Ratio</u>	<u>No. Steps</u>	<u>% Incre.</u>	<u>Days</u>
Senior High Department Head	102	114*	3	2	186
Junior High Advisor	104	108	3	2	186
Senior High Guidance Coord.	106	110	3	2	186
Regional Support Level 1	102	108	3	2	186

*Includes percentage according to staff supervised as indicated in Section 3.A.

SECTION 8 - SPECIAL PROVISIONS

A. Determination of length of work year shall be made for each individual by the Superintendent of Schools at time of contract issuance.

B. Determination of intitial ratio differential shall be made by the Superintendent of Schools.

C. All ratios are determined for a standard work year of 180 days, the minimum work year for certificated personnel. Compensation for service contracted or specifically authorized beyond this standard year shall be determined as follows:

Compensation = Basic Schedule X $\frac{\text{Ratio X Days Worked}}{180}$ + Amount
for Advanced Degree = Amount for Longevity if provided.

D. The Superintendent of Schools is authorized to adjust the work year in individual cases requiring additional service beyond regular contractual obligations with the consent of the employee unless these sservices cannot be provided by any other employee.

E. A person moving from one (1) position to another with a higher potential maximum ratio will be placed at the ratio step which provides a salary equal to or higher than the one (1) the individual would have received the following year had that person not moved to a different position, then will progress on the salary schedule from that point.

F. No person in the same position as in previous year will receive more than a two percent (2%) increment for the next year.

G. Those persons who were beyond the percentage of entitlement in the schedule in 1978-79 will be frozen at the 1978-79 percentage.

H. Those persons who in 1978-79 were at a percentage beyond that provided in the schedule will remain at the 1978-79 percentage.

SECTION 9 - DEPARTMENT HEADS COMPENSATION

A. The total number of teachers in the department shall be used to determine salary ratio as shown below:

<u>Number in Department</u>	<u>Add</u>
1-2	None
3-4	1%
5-6	2%
7-8	3%
9 or more	4%

Computation of salary for physical education department heads. Three (3) coaches supervised shall count as one (1) full-time teacher.

B. Additional salary shall be provided to Department Heads for years of experience as follows:

<u>Years of Experience</u>	<u>Add</u>
0	2%
1	4%
2+	6%

C. Additional salary shall be provided to Department Heads for evaluation responsibilities as follows:

<u># of Staff Evaluated</u>	<u>Add</u>
1-2	2%
3-5	3%
6-8	4%
9+	2%

SECTION 10 - SUBSTITUTE TEACHER'S SALARY SCHEDULE

\$70.00 per full day worked.

SECTION 11 - SALARY SCHEDULES

A. Salary Schedule A is in Addendum A.

B. Salary Schedule B is in Addendum B.

C. Extracurricular Salary Schedule is in Addendum C. Notwithstanding the schedule as it appears in Addendum C, no

employee shall be compensated in 1989-90 at a rate less than their 1988-89 rate improved by 4%.

SECTION 12 - HOURLY RATES FOR CERTIFICATED EMPLOYEES

A. Certificated hourly employees who teach Summer Traffic Safety, Summer Camps, or Summer School shall be paid at the rate of \$16.50 per hour.

B. District employees who are paid at an hourly rate other than those rates listed above, perform such voluntary functions at a rate 70% of the intramural hourly rate. (\$10.15) Such pay shall be for activities which:

1. involve the direct supervision of students,
2. is after normal school hours,
3. is not one of the tasks normally associated with the employee's regular responsibilities, and
4. is not a task for which the staff member is already receiving pay through either basic or supplemental contract.

SECTION 13 - FRINGE BENEFITS

A. The District agrees to implement for eligible employees a benefit program in accordance with the provisions herein.

B. Eligible Personnel are those employees permanently assigned four (4) or more hours per day.

C. District-Sponsored benefits include:

Group I - Mandatory benefits.

Group term life insurance at a group single rate.
Dental insurance at a composite rate.
Vision insurance at a composite rate.
Long term disability insurance at a composite rate.

Group II - Optional benefits that can be purchased with the district contribution.

Medical insurance at a tiered rate, choice of:

Blue Cross Plan II
Medical Service Traditional
Group Health Plan

Group III - Optional benefits at employees expense via

payroll deduction.

Salary insurance
Additional life insurance
Accidental life and dismemberment (AD&D)
Dependent life insurance

The open enrollment for all benefit programs shall be September 1 until October 10. Employees may not change benefit programs between October 11 and August 31 except for additions or deletions of dependents and enrollment of newly hired employees.

D. The District fringe benefits shall be \$239.86/FTE/month for eligible personnel.

E. The SEA and the District agree to pool the fringe benefits for all bargaining unit employees via the method described below:

T.P. = Total Pool is the number of FTE in bargaining unit x \$179/month x 12 months

A.U. = Amount Utilized is the actual amount used by employees for eligible benefits with the District contribution level at \$179 /month/FTE.

A.A. = Amount Available is the total pool minus the amount utilized. (A.A. = T.P. - A.U.)

B.C. = Benefit Cost is the total cost for employee benefits.

B.B. = Benefit Balance is the cost for employees benefit minus the amount utilized. (B.B. = B.C. - A.U.)

P.F. = Proration Factor is the amount available divided by the benefit balance which is equal to or less than 1. (P.F. = A.A./B.B.)

A.C. = Additional Contribution is the proration factor applied to the individual's benefit balance. (A.C. = P.F. x B.B.)

The additional contribution (A.C.) shall be implemented effective with the November pay period. The A.C. will remain in effect for 12 months. An adjustment will be applied each November to the benefit level to adjust the A.C. to the funds available in the pool.

F. Any employee benefit costs in excess of the pooled District contribution shall be paid by the employee via payroll deduction. The employee may at his/her option shelter such cost under the IRS Code Section 125. The employee must certify participation in the IRS plan on the proper District form during the open period September 1 to October 10.

G. Should the average District contribution level exceed that amount authorized as the compliance level as determined by the SPI, the excess amount will be deducted from the allowable salary funds for the bargaining unit.

H. In the event any provisions of the above benefit program violate any law or regulation of the Internal Revenue Service, the Social Security Department, the Department of Retirement, the Office of the State Examiner's Office, the District and the Association will meet and determine a mutually approved alternative program to eliminate the violation. The parties agree that any personal tax liabilities which occur from participation in the benefit programs provided herein shall remain solely with the subscribing individual(s).

I. The District shall provide access to low cost college loans through the ConSern program.

SECTION 14 - EMPLOYEE ATTENDANCE INCENTIVE PROGRAM

A. This provision shall be consistent with RCW 28A.58 and shall be administered in accordance with state statute.

1. Twelve days may be accumulated per year to a maximum of 180 days.

2. After 60 days have been accrued, an employee may exercise the option to receive remuneration for unused illness or injury leave accumulated in the previous year, at the rate equal to one day for each four full days accrued in excess of 60 days.

3. Days for which remuneration has been received shall be deducted from the accrued leave at the rate of four days for every one day's monetary compensation.

4. At the time of separation from the Spokane School District employment due to retirement or death, remuneration shall be granted at a rate equal to one day's current compensation for each four days of accrued illness and injury leave. The maximum number of days which can be remunerated is 25 percent of 180 days (45 days).

B. It is agreed that the provisions enumerated above shall be in effect upon the effective date of this law, and shall continue in force until August 31, 1989, unless RCW 28A.58 is changed, or the law is found to be illegal or unconstitutional.

C. Article V, Section 14 shall not apply to substitute employees.

SECTION 15 - MILEAGE ALLOWANCE/USE OF PERSONAL VEHICLES

A. Employees may utilize their personal vehicles in performance of official District business under their individual and/or supplemental contract only upon specific written authorization by the District. This authorization shall be requested and obtained in advance of the anticipated usage. Forms will be available from the appropriate site managers. No employee will be required to use his/her personal vehicle in the performance of official District duties without reimbursement if they are required to attend meetings at their buildings during the part of the day when they are not on duty.

B. Employees shall present documentation as to actual usage of personal vehicles in a form and manner approved by the District and shall receive a cost-per-mile reimbursement.

C. Where employees are involved under supplemental contracts they shall, whenever practical, use bus or other authorized school vehicles for transporting students. Mileage allowance will be authorized only for event requiring transportation of students and in situations wherein school vehicle transportation is impractical.

D. Mileage allowance shall not be authorized for a specific purpose as provided under Absences provision in the current bargaining agreement.

E. The reimbursement rate shall be the current I.R.S. guidelines applied nonretroactively.

* * * * * ARTICLE VI - INTERCESSION * * * * *

SECTION 1 - GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance is defined as an alleged violation of a specific term of this Agreement or a dispute regarding an interpretation of the Agreement.

2. A grievant shall mean an individual employee or the Association.

B. TIME LIMITS

1. Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum, and every effort shall be made to expedite the process, except that any grievance shall be processed during the period in which the parties involved are available. A grievant must file a grievance within twenty (20) days of the alleged act or within twenty (20) days of the date of knowledge of the act, whichever is later.

2. To the extent that time limits are expressed in days, days shall consist of school days except that after the end of the regular school year they shall consist of all business days so that the grievance may be adjusted as soon as possible.

3. Failure of either party to comply with the time limits set forth herein will serve to declare the grievance as settled based upon the last request made or last answer provided, and no further actions shall be taken.

4. The time limits as specified herein may be extended by mutual concurrence of the parties; provided however, no request for extension of time limits shall be made by either party after the applicable time limits in any of the grievance steps have already expired.

C. There shall be no reprisals of any kind against any party in interest for reasons of participation in the grievance procedure.

D. SUBMISSION OF GRIEVANCES

1. Each grievance will be submitted separately except in cases wherein both the District and the Association mutually agree to have more than one (1) grievance handled in one (1) hearing.

2. If a grievance affects a group of employees or the Association, the Association may initiate and submit a Class Action or Association grievance in writing to the Superintendent directly, signed by the President of the Association, and the processing of such grievance shall be commenced at Step Two.

3. If an employee is aggrieved by an action or nonaction of an administrator above the building principal or immediate supervisor, Step One of the procedure shall begin with the responsible administrator.

E. SELECTION OF THE STANDING ARBITER

1. The parties to this Agreement agree to select a Standing Arbitrator to hear all grievances which have not been resolved by the grievance procedure. The Standing Arbitrator shall be selected by mutual agreement. If a unanimous selection is not possible, the two sides will jointly request a list of five (5) names from the Public Employment Relations Commission. A coin toss shall determine the order of selection. Each party will alternately cross off one (1) name until only one (1) name remains. This person shall then be designated as the Standing Arbitrator to arbitrate unresolved grievances. This selection process shall be completed within thirty (30) days of the execution of this Agreement.

2. It is mutually agreed that once selected, a Standing Arbitrator will serve until formally replaced. If either party wishes to change the arbitrator, a written Notice of Change shall be submitted to the other party. Another arbitrator shall then be selected as in the above procedure for all grievances filed after the Notice of Change has been submitted to the other party.

3. Grievances submitted by the Association will be subject to the arbitration process herein provided.

F. GRIEVANCE PROCESSING STEPS

1. Step One:

a. Informal discussion--An employee with an individual or group grievance shall discuss it first with his/her building principal or immediate supervisor. This informal discussion will not be bypassed unless it is an Association or class action grievance. Only these two (2) individuals shall attend such an informal meeting or discussion, unless mutually agreed otherwise. If mutual agreement cannot be reached, the employee may bypass the informal meeting and mandatory time limits begin. Every effort shall be made to resolve the grievance at this level in an

informal manner. An employee requesting such a meeting shall identify the subject as a grievance matter, and mandatory time limits hereinafter provided shall officially begin immediately after the employee discusses the grievance with his/her supervisor.

b. Formal submission--In the event the grievant is not satisfied with the disposition of the grievance through informal discussion, he/she shall reduce the grievance to writing indicating the Article, Section, and the specific term(s) violated or misinterpreted, the relief sought, and within five (5) days from the date of the informal discussion with the supervisor, present the signed grievance to his/her building principal or immediate central staff supervisor, who in turn shall within five (5) days provide the grievant with a written disposition of the grievance.

2. Step Two In the event that the grievant is not satisfied with the disposition of the grievance at Step One, he/she shall within five (5) days refer the grievance in writing to the Superintendent of Schools. The Superintendent or designee shall meet with the grievant and shall provide the grievant with a written disposition of the grievance within five (5) days of such meeting.

3. Step Three Conciliation. Grievances which are unresolved at Step Two may, by mutual agreement, be discussed at a meeting between the parties to the dispute during a Labor/Management meeting as provided in Article VII of this agreement provided the request is made within five (5) days following termination of Step Two. All pertinent facts and information available will be reviewed in an effort to resolve the grievance through conciliation.

4. The parties to this agreement agree to submit to arbitration any grievance which has not been resolved through the use of the above enumerated grievance steps and procedures, provided it is submitted within ten (10) days following its termination in the grievance procedure. The Association will notify the other party in writing that the matter is to be submitted. The arbiter shall hear the case submitted within ten (10) days after its initial presentation. The arbiter shall follow the Voluntary Rules of the American Arbitration Association and shall have no authority to extend, alter, or modify this agreement or its terms. The arbiter shall limit his/her findings and decision solely to specific terms of this Agreement and application of such terms herein set forth. The arbiter shall have no power to extend the Agreement in the areas of wages, fringe benefits, or other items of cost. The arbiter shall be without power to award punitive damages. The arbiter shall make a written report of his/her findings of fact and decision including the basis in law, if any, for

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SECTION 5 - DURATION

This Agreement shall remain in full force and effect from date of ratification through August 31, 1992.

The parties are willing to negotiate salary and benefits if and when the state changes the rules, regulations or laws regarding compensation.

During the third year of this agreement (1991-92) each party has the option of selecting five specific items to bargain above and beyond salary and benefits.

Lyndal Haysler
President, SEA

Linda L. Uguhart
President, Board of
Directors

Harold Paulin
Executive Director, SEA

Lowell J. Deane
Secretary, Board of
Directors

8-30-1989
Date

August 31, 1989
Date

Paul A. Bell
Director of General Administration

August 31, 1989
Date

Addendum A

CERTIFICATED SALARY SCHEDULE A 1989-90

Yrs	Init. Cert.	+15	+30	+45	+60	+75	+90
0	17,296	17,867	18,454	19,026	19,889	20,755	21,620
1	18,039	18,627	19,215	19,804	20,704	21,585	22,518
2	18,766	19,371	19,976	20,581	21,498	22,530	23,401
3	19,510	20,115	20,739	21,361	22,312	23,263	24,300
4	20,235	20,876	21,488	22,139	23,125	24,093	25,200
5	20,980	21,620	22,278	22,917	23,920	24,940	26,082
6	21,707	22,363	23,038	23,696	24,733	25,770	26,981
7		23,125	23,799	24,474	25,546	26,602	27,881
8			24,559	25,252	26,342	27,449	28,763
9				26,030	27,155	28,279	29,663
10				26,810	27,968	29,109	30,561
11							31,443
12							32,344
20	22,278	23,696	25,131	27,380	28,538	29,680	32,916
Add \$1,003 for MA							
Add \$1,003 for PhD							

Employees who are being compensated in accordance with Salary Schedule A shall be allotted four TRI days in addition to the noncompulsory work days from Addendum D.

Addendum A (Cont.)

CERTIFICATED SALARY SCHEDULE A
1990-91

Yrs	Init. Cert.	+15	+30	+45	+60	+75	+90
0	17,642	18,224	18,823	19,406	20,287	21,170	22,053
1	18,400	19,000	19,600	20,200	21,118	22,017	22,969
2	19,142	19,758	20,376	20,992	21,929	22,981	23,869
3	19,900	20,517	21,154	21,788	22,759	23,728	24,786
4	20,640	21,293	21,917	22,582	23,588	24,575	25,704
5	21,400	22,053	22,723	23,375	24,399	25,439	26,604
6	22,141	22,811	23,499	24,170	25,228	26,286	27,521
7		23,588	24,275	24,963	26,057	27,134	28,439
8			25,051	25,757	26,869	27,998	29,338
9				26,550	27,698	28,845	30,256
10				27,346	28,527	29,691	31,172
11							32,072
12							32,991
20	22,723	24,170	25,634	27,927	29,109	30,274	33,574

Add 1,023 for MA

Add 1,023 for PhD

Employees who are being compensated in accordance with Salary Schedule A shall be allotted four TRI days in addition to the noncompulsory work days from Addendum D.

Addendum B

CERTIFICATED SALARY SCHEDULE B
1989-90

Yrs	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90
0	18,304	18,798	19,311	19,823	21,471	22,532	21,471	22,770	23,887
1	18,981	19,494	20,025	20,574	22,276	23,356	22,276	23,612	24,765
2	19,677	20,208	20,757	21,361	23,100	24,216	23,100	24,491	25,681
3	20,409	20,958	21,536	22,166	23,942	25,113	23,942	25,388	26,632
4	21,159	21,745	22,331	23,008	24,839	26,047	24,839	26,321	27,621
5	21,946	22,551	23,155	23,887	25,754	27,017	25,754	27,310	28,627
6	22,770	23,374	24,005	24,802	26,706	28,005	26,706	28,316	29,689
7	23,612	24,234	24,893	25,735	27,694	29,048	27,694	29,360	30,787
8	24,472	25,131	25,809	26,724	28,719	30,128	28,719	30,440	31,940
9		26,065	26,779	27,731	29,781	31,245	29,781	31,574	33,112
10			27,767	28,792	30,879	32,398	30,879	32,746	34,338
11				29,890	32,032	33,588	32,032	33,954	35,601
12					33,222	34,833	33,222	35,217	36,919
13					34,448	36,114	34,448	36,516	38,292
14						37,450	35,711	37,871	39,701

Employees who are being compensated in accordance with Salary Schedule B and whose compensation is less than the 1988-89 total compensation shall be allotted up to four TRI days in addition to the noncompulsory work days from Addendum D in order to bring their total compensation above the amount for the previous year.

Employees with 23 or more years of experience shall be allotted four additional floating noncompulsory work days above and beyond those listed in Addendum D or the above listed TRI Days.

CERTIFICATED SALARY SCHEDULE B
1990-91

Yrs	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90
0	20,001	20,541	21,101	21,661	23,461	24,621	23,980	25,780	26,940
1	20,656	21,214	21,792	22,389	24,242	25,417	24,708	26,561	27,736
2	21,325	21,900	22,495	23,150	25,034	26,245	25,469	27,353	28,563
3	22,027	22,620	23,232	23,923	25,840	27,104	26,242	28,159	29,423
4	22,742	23,372	24,001	24,729	26,696	27,995	27,048	29,015	30,314
5	23,490	24,136	24,783	25,566	27,565	28,916	27,885	29,884	31,235
6	24,269	24,913	25,596	26,435	28,464	29,849	28,754	30,783	32,188
7	25,061	25,721	26,421	27,314	29,393	30,831	29,633	31,712	33,150
8	25,864	26,561	27,277	28,244	30,332	31,842	30,563	32,671	34,161
9		27,431	28,182	29,184	31,341	32,882	31,502	33,660	35,201
10			29,098	30,172	32,358	33,950	32,491	34,677	36,289
11			31,189	33,423	35,047	35,047	33,508	35,742	37,366
12				34,516	36,189	36,189	34,566	36,835	38,508
13				35,636	37,359	37,359	35,659	37,955	39,678
14						38,573	36,786	39,154	40,892

Employees who are being compensated in accordance with Salary Schedule B and whose compensation is less than the 1988-89 total compensation shall be allotted up to four TRI days in addition to the noncompulsory work days from Addendum D in order to bring their total compensation above the amount for the previous year.

Employees with 23 or more years of experience shall be allotted four additional floating noncompulsory work days above and beyond those listed in Addendum D or the above listed TRI Days.

EXTRACURRICULAR SALARY SCHEDULE

<u>ACTIVITY</u>		<u>INDEX</u>	<u>YEARS EXPERIENCE</u>								
			0	1	2	3	4	5	6	7	8
FOOTBALL											
Varsity	B	0.1675	\$3,066	\$3,179	\$3,296	\$3,419	\$3,544	\$3,676	\$3,814	\$3,955	\$4,099
Varsity Asst. (2)	B	0.1180	2,160	2,240	2,322	2,408	2,497	2,590	2,687	2,786	2,888
B Squad	B	0.0907	1,660	1,722	1,785	1,851	1,919	1,991	2,065	2,142	2,220
B Squad Asst.	B	0.0866	1,585	1,644	1,704	1,767	1,832	1,901	1,972	2,045	2,119
Freshman	B	0.0741	1,356	1,406	1,458	1,512	1,568	1,626	1,687	1,750	1,813
Freshman Asst.	B	0.0643	1,177	1,220	1,265	1,312	1,361	1,411	1,464	1,518	1,574
Elementary "A"	B/G	0.0362	663	687	712	739	766	794	824	855	886
BASKETBALL											
Varsity	B/G	0.1673	\$3,062	\$3,176	\$3,292	\$3,414	\$3,540	\$3,672	\$3,809	\$3,950	\$4,094
B Squad Grade 8	B/G	0.1257	2,301	2,386	2,473	2,565	2,660	2,759	2,862	2,968	3,076
Freshman	B/G	0.0658	1,204	1,249	1,295	1,343	1,392	1,444	1,498	1,554	1,610
Grade 8	B	0.0589	1,078	1,118	1,159	1,202	1,246	1,293	1,341	1,391	1,441
Grade 8	G	0.0589	1,078	1,118	1,159	1,202	1,246	1,293	1,341	1,391	1,441
Grade 7	B	0.0474	868	900	933	967	1,003	1,040	1,079	1,119	1,160
Grade 7	G	0.0474	868	900	933	967	1,003	1,040	1,079	1,119	1,160
Elementary A & B	B/G	0.0391	716	742	769	798	827	858	890	923	957
BASEBALL/SOFTBALL											
Varsity	B/G	0.1249	\$2,288	\$2,371	\$2,458	\$2,549	\$2,643	\$2,741	\$2,844	\$2,949	\$3,057
B Squad	B/G	0.1023	1,872	1,942	2,013	2,088	2,165	2,245	2,329	2,416	2,503
Freshman	B/G	0.0676	1,237	1,283	1,330	1,380	1,430	1,484	1,539	1,596	1,654
Grade 7/8	B/G	0.0589	1,078	1,118	1,159	1,202	1,246	1,293	1,341	1,391	1,441
Elementary "A"	B/G	0.0250	458	475	492	510	529	549	569	590	612
TRACK											
Varsity (1)	B/G	0.1498	\$2,742	\$2,843	\$2,948	\$3,057	\$3,170	\$3,288	\$3,411	\$3,537	\$3,666
Varsity (2)	B/G	0.1274	2,332	2,418	2,507	2,600	2,696	2,796	2,901	3,008	3,118
Varsity Asst.	B/G	0.1023	1,872	1,942	2,013	2,088	2,165	2,245	2,329	2,416	2,503
Freshman	B/G	0.0676	1,237	1,283	1,330	1,380	1,430	1,484	1,539	1,596	1,654
Grade 8	B	0.0589	1,078	1,118	1,159	1,202	1,246	1,293	1,341	1,391	1,441
Grade 8	G	0.0589	1,078	1,118	1,159	1,202	1,246	1,293	1,341	1,391	1,441
Grade 7	B	0.0589	1,078	1,118	1,159	1,202	1,246	1,293	1,341	1,391	1,441
Grade 7	G	0.0589	1,078	1,118	1,159	1,202	1,246	1,293	1,341	1,391	1,441
Elementary A & B	B/G	0.0192	351	364	378	392	406	421	437	453	470

ACTIVITY		INDEX	YEARS EXPERIENCE								
			0	1	2	3	4	5	6	7	8
CROSS-COUNTRY											
Varsity	B/G	0.1249	\$2,286	\$2,371	\$2,458	\$2,549	\$2,643	\$2,741	\$2,844	\$2,949	\$3,057
Freshman	B/G	0.0428	783	812	842	874	906	939	975	1,011	1,047
Grade 7 and 8	B/G	0.0474	868	900	933	967	1,003	1,040	1,079	1,119	1,160
Elementary	B/G	0.0249	456	473	490	508	527	546	567	588	609
SOCCER											
Varsity	B/G	0.1249	\$2,286	\$2,371	\$2,458	\$2,549	\$2,643	\$2,741	\$2,844	\$2,949	\$3,057
B Squad	B/G	0.1023	1,872	1,942	2,013	2,088	2,165	2,245	2,329	2,416	2,503
TENNIS											
Varsity	B/G	0.1076	\$1,970	\$2,042	\$2,117	\$2,196	\$2,277	\$2,361	\$2,450	\$2,541	\$2,633
GOLF											
Varsity	B/G	0.0919	\$1,682	\$1,744	\$1,808	\$1,876	\$1,945	\$2,017	\$2,093	\$2,170	\$2,249
WRESTLING											
Varsity	B	0.1348	\$2,467	\$2,559	\$2,652	\$2,751	\$2,852	\$2,958	\$3,069	\$3,183	\$3,299
B Squad	B	0.1098	2,010	2,084	2,161	2,241	2,323	2,410	2,500	2,593	2,687
Freshman	B	0.0650	1,190	1,234	1,279	1,327	1,375	1,426	1,480	1,535	1,591
Grade 8	B	0.0589	1,078	1,118	1,159	1,202	1,246	1,293	1,341	1,391	1,441
Grade 8 Asst.	B	0.0529	970	1,004	1,040	1,080	1,119	1,161	1,205	1,249	1,295
Grade 7	B	0.0474	868	900	933	967	1,003	1,040	1,079	1,119	1,160
Grade 7 Asst.	B	0.0412	755	782	811	841	872	904	938	973	1,008
VOLLEYBALL											
Varsity	G	0.1249	\$2,286	\$2,371	\$2,458	\$2,549	\$2,643	\$2,741	\$2,844	\$2,949	\$3,057
B Squad	G	0.0832	1,523	1,579	1,637	1,698	1,760	1,826	1,894	1,965	2,036
Freshman	G	0.0545	998	1,034	1,072	1,112	1,153	1,196	1,241	1,287	1,334
Grade 8	G	0.0589	1,078	1,118	1,159	1,202	1,246	1,293	1,341	1,391	1,441
Grade 7	G	0.0474	868	900	933	967	1,003	1,040	1,079	1,119	1,160
Elementary	B/G	0.0238	436	452	468	486	504	522	542	562	582

<u>ACTIVITY</u>		<u>INDEX</u>	<u>YEARS EXPERIENCE</u>									
			0	1	2	3	4	5	6	7	8	
GYMNASTICS												
Varsity	G	0.1348	\$2,467	\$2,559	\$2,652	\$2,751	\$2,852	\$2,958	\$3,069	\$3,183	\$3,299	
Varsity Asst.	G	0.0941	1,722	1,786	1,852	1,920	1,991	2,065	2,143	2,222	2,303	
RELATED ACTIVITIES												
<u>Middle School</u>												
Activities Coordinator		0.1053	\$1,927	\$1,999	\$2,072	\$2,149	\$2,228	\$2,311	\$2,398	\$2,486	\$2,577	
Pep Club/Cheerleader Advisor		0.0367	672	697	722	749	777	805	836	867	898	
<u>High School</u>												
Marching Unit Director		0.0691	\$1,265	\$1,312	\$1,360	\$1,410	\$1,462	\$1,516	\$1,573	\$1,632	\$1,691	
Marching Unit Asst.		0.0392	718	744	771	800	829	860	893	926	959	
Cheerleader Advisor		0.1387	2,539	2,633	2,729	2,831	2,935	3,044	3,158	\$3,275	\$3,394	
Equipment Manager		0.0568	1,040	1,078	1,118	1,159	1,202	1,247	1,293	1,341	1,390	
OTHER ACTIVITIES												
<u>Middle School</u>												
Music Instructor/ Vocal/Orch.		0.1053	\$1,927	\$1,999	\$2,072	\$2,149	\$2,228	\$2,311	\$2,398	\$2,486	\$2,577	
Student Government		0.0472	864	896	929	963	999	1,036	1,075	1,114	1,155	
Bus Pupil Supervision (Shaw, Libby, Glover, Sacajawea)		0.0431	789	818	848	880	912	946	981	1,018	1,055	
Cafeteria Supervisor		0.1168	\$2,138	\$2,217	\$2,298	\$2,384	\$2,471	\$2,563	\$2,660	\$2,758	\$2,858	
<u>High School</u>												
Music Instrumental		0.1387	\$2,539	\$2,633	\$2,729	\$2,831	\$2,935	\$3,044	\$3,158	\$3,275	\$3,394	
Music Vocal		0.1213	2,220	2,302	2,387	2,476	2,567	2,662	2,762	2,864	2,968	
Debate		0.0820	1,501	1,556	1,614	1,674	1,735	1,800	1,867	1,936	2,007	
Student Government		0.0820	1,501	1,556	1,614	1,674	1,735	1,800	1,867	1,936	2,007	

<u>ACTIVITY</u>		<u>INDEX</u>		<u>YEARS EXPERIENCE</u>							
<u>High School (continued)</u>			0	1	2	3	4	5	6	7	8
Publications	0.0785	\$1,437	\$1,490	\$1,545	\$1,602	\$1,661	\$1,723	\$1,787	\$1,854	\$1,921	
Dramatics	0.0744	1,362	1,412	1,464	1,518	1,574	1,633	1,694	1,757	1,821	
Senior Activities	0.0503	921	955	990	1,027	1,064	1,104	1,145	1,188	1,231	
Photography	0.0316	578	600	622	645	669	693	720	746	773	
Stage Instruction	0.0281	514	533	553	573	595	617	640	663	688	
Audiovisual	0.0380	696	721	748	776	804	834	865	897	930	
Cafeteria Supervisor	0.1118	2,046	2,122	2,200	2,282	2,366	2,454	2,546	2,640	2,736	
Vocational/College Coordinator	0.0480	879	911	944	980	1,016	1,053	1,093	1,133	1,175	
Exigency	0.0585	1,137									

Elementary Music Specialists

\$35 per performance

Elementary Patrol Supervisors

Paid at hourly rate for certificated employees

Camp Spalding

\$75

Academic Competition Coordination/Coaching

\$550 per building

INTRAMURALS (Paid at \$14.51 per hour)

Elementary Schools

Schools with less than 400 students

110 Hours

Schools with 400 students or more

130 Hours

Middle Schools

Schools with less than 800 students

705 Hours

Schools with 800 students or more

817 Hours

High Schools

Schools with 1,000 students or more

355 Hours

Schools with less than 1,000 students

285 Hours

Addendum D

Non Compulsory Workdays

Employees will have five additional noncontract days. These days are voluntary and, if taken, the following conditions apply:

1. There will be no adverse effect on employees who do not choose to work any or all of the days.
2. An employee who chooses to work will be paid his/her per diem rate for each day worked. Payment for these days will be made no later than December and July.
3. Three days will be worked the three week days immediately before school starts and one day will be worked between the semester break. One day will be worked on a choice of days that are agreed to by the Employee and the Principal/Supervisor.
4. These are regular workdays and must take place in the employee's assigned building or under direct supervision.
5. It is intended that employees will have as much input as possible into planning for the use of these days. At least an equivalent of two of the three days before school will be used for individual activity and/or preparation.
6. The noncompulsory days will not be the cause of the reduction of any other supplemental contract days.
7. Part time employees who work on the four designated non compulsory days shall have the option of working and being paid for full time days.
8. TRI days will be provided in accordance with the salary schedules.

Addendum E

EVALUATION CRITERIA FOR CERTIFICATED REGIONAL SUPPORT STAFF

The following criteria, when applicable, shall be used in evaluating certificated regional support staff (Addendum C):

CRITERIA: WORK STATION MANAGEMENT

Plan, organize, control, and accomplish delegated tasks on schedule; follow established rules, regulations, procedures, and policies of the School District and the laws of the state; develop time schedules and flow charts, as needed; recommend resources for new programs and program maintenance; know and follow appropriate communication channels; serve as liaison between School District No. 81 and other agencies, institutions, and organizations such as ESD No. 101, Office of the State Superintendent of Public Instruction, United States Office of Education, etc., as deemed desirable for good school district relations.

CRITERIA: KNOWLEDGE OF, EXPERIENCE IN, AND TRAINING IN RECOGNIZING GOOD PROFESSIONAL PERFORMANCE, CAPABILITIES, AND DEVELOPMENT

Demonstrate the ability to isolate individual components of professional capabilities such as coordination skills, human relations skills, and evaluation skills; the ability to take advantage of opportunities when they occur, the ability to establish a climate conducive to developing programs and/or carrying them through to completion; the ability to recognize scope and sequence appropriate to given disciplines, grade levels, and ages of learners; the ability to use appropriate resources and direct group dynamic processes such as establishing rapport, assessing strengths of others, following required processes, and using appropriate techniques in planning and/or implementing professional growth programs.

CRITERIA: SCHOOL FINANCE

Practice sound economics; provide reasonable estimates of expenditures; project accurate cost analyses for resources needed for program development, implementation, and maintenance; relate budget to decision-making and program; audit orders in relationship to program and building needs; provide ordering information for those ordering materials, and work satisfactorily with others through the ordering process.

CRITERIA: PROFESSIONAL PREPARATION AND SCHOLARSHIP

Show awareness of current ideas in education through activity in professional organizations, attend educational conferences, participate in professional growth activities such as workshops, classes, and individual personal endeavor; be knowledgeable in and effectively use interpersonal communication skills and techniques and current research and development in education.

Addendum E

CRITERIA: EFFORTS TOWARD IMPROVEMENT WHEN NEEDED

Seek and accept help and suggestions for improvement; be able to listen openly to comments and contributions of others concerning mutual problems or improving processes or products; take steps to alleviate or resolve identified problems; exhibit a willingness to increase one's own knowledge and skills through continued effort, both individual and group.

CRITERIA: INTEREST IN PUPILS, EMPLOYEES, PATRONS, AND SUBJECTS TAUGHT IN SCHOOL

Apply human relations, curriculum development, public relations skills, and growth and development principles; assess needs; redirect conflict situations; contribute to good morale of staff members; know the program development and/or operational process; become knowledgeable about assigned responsibilities; assist in establishing goals and in selection of materials appropriate to grade, readiness, and maturity level of students; establish a proper environment for working committees; serve the public through representing the District in a professional way.

CRITERIA: LEADERSHIP

Inspire quality efforts and results from those with whom one works, communicate effectively, solve problems, and make decisions; clarify issues; manage conflict; encourage expression of ideas, concerns, and creative talent from others; show a studied understanding of the problem, task, or work assigned; take actions which alleviate future complications; delegate responsibility and authority; give recognition when due; organize resources, direct efforts, and provide structure for task work and completion.

CRITERIA: ABILITY AND PERFORMANCE OF EVALUATION OF SCHOOL PERSONNEL

Provide an objective evaluation of the performance of others involved in the educational endeavor which includes specific examples for points to be considered for improvement; have knowledge of evaluation processes; evaluate performance of noncertificated personnel, as required; train others in methods and techniques related to evaluation of District personnel and make recommendations as to continued employment.

CRITERIA: DEVELOPMENT OF REPORTS AND PROPOSALS AS REQUIRED IN ASSIGNED TASKS

Write, critique, edit, and determine layout and format of reports; coordinate final production; make oral reports to various groups as required; communicate findings of studies to District staff as needed.

EVALUATION CRITERIA FOR CERTIFICATED BUILDING LEVEL SUPPORT STAFF

The following criteria, when applicable, shall be used in evaluating certificated building level support staff (Addendum D and, in addition, Addendum A for department heads):

CRITERIA: WORK STATION MANAGEMENT

Plan, organize, control, and accomplish delegated tasks on schedule, follow established rules, regulations, procedures, and policies of the School District and the laws of the state; develop time schedules and flow charts, as needed; recommend resources for new programs and program maintenance; know and follow appropriate communication channels; serve as liaison between School District No. 81 and other agencies, institutions, and organizations such as ESD No. 101, Office of the State Superintendent of Public Instruction, United States Office of Education, etc., as deemed desirable for good School District relations.

CRITERIA: KNOWLEDGE OF, EXPERIENCE IN, AND TRAINING IN RECOGNIZING GOOD PROFESSIONAL PERFORMANCE, CAPABILITIES, AND DEVELOPMENT

Demonstrate the ability to isolate individual components of professional capabilities such as coordination skills, human relations skills, and evaluation skills; the ability to take advantage of opportunities when they occur; the ability to establish a climate conducive to developing programs and/or carrying them through to completion; the ability to recognize scope and sequence appropriate to given disciplines, grade levels, and ages of learners; the ability to use appropriate resources and direct group dynamic processes such as establishing rapport, assessing strengths of others, following required processes, and using appropriate techniques in planning and/or implementing professional growth programs.

CRITERIA: SCHOOL FINANCE

Practice sound economics; provide reasonable estimates for expenditures; project accurate cost analyses for resources needed for program development, implementation, and maintenance; relate budget to decision making and program; audit orders in relationship to program and building needs; provide ordering information for those ordering materials, and work satisfactorily with others through the ordering process.

CRITERIA: PROFESSIONAL PREPARATION AND SCHOLARSHIP

Show awareness of current ideas in education through activity in professional organizations, attend educational conferences, participate in professional growth activities such as workshops, classes and individual personal endeavor; be knowledgeable in and

Addendum F (Cont.)

effectively use interpersonal communication skills and techniques and current research and development in education.

CRITERIA: EFFORTS TOWARD IMPROVEMENT WHEN NEEDED

Seek and accept help and suggestions for improvement; be able to listen openly to comments and contributions of others concerning mutual problems or improving processes or products; take steps to alleviate or resolve identified problems; exhibit a willingness to increase one's own knowledge and skills through continued effort, both individual and group.

CRITERIA: INTEREST IN PUPILS, EMPLOYEES, PATRONS, AND SUBJECTS TAUGHT IN SCHOOL

Apply human relations, curriculum development, public relations skills, and growth and development principles; assess needs; redirect conflict situations; contribute to good morale of staff members; know the program development and/or operational process; become knowledgeable about assigned responsibilities; assist in establishing goals and in selection of materials appropriate to grade, readiness, and maturity level of students; establish a proper environment for working committees; serve the public through representing the District in a professional way.

CRITERIA: LEADERSHIP

Inspire quality efforts and results from those with whom one works, manage conflict; encourage expression of ideas, concerns, and creative talent from others; show a studied understanding of the problem, task, or work assigned; take actions which alleviate future complications; delegate responsibility and authority; give recognition when due; organize resources, direct efforts, and provide structure for task work and completion.

CRITERIA: ABILITY AND PERFORMANCE OF EVALUATION OF SCHOOL PERSONNEL

Provide an objective evaluation of the performance of others involved in the educational endeavor which includes specific examples for points to be considered for improvement; have knowledge of evaluation processes; evaluate performance of noncertificated personnel, as required; train others in methods and techniques related to evaluation of District personnel and make recommendations as to continued development.

CRITERIA: DEVELOPMENT OF REPORTS AND PROPOSALS AS REQUIRED IN ASSIGNED TASKS

Write, critique, edit, and determine layout and format of reports; coordinate final production; make oral reports to various groups as required; communicate findings of studies to District staff as needed.

Addendum G

Definitions:

1. Academic: Language Arts, including reading and debate, but not drama and journalism; social studies; mathematics; science; and foreign language, K-12.
2. Building Average: Does not include District established self-contained classes.
3. Other Special Education Classes: Resource classes other than self contained.
4. "Academic" Teacher's Class: The number of students enrolled in the "academic" teacher's class.
5. Direct Instruction: Providing instruction to the "academic" teachers' classes of students.
6. Vocational Funded Classes: Those classes which are vocational funded and approved by the state.
7. Applied Arts: Those vocational-type classes which are not vocational funded by the state.

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DECEMBER 11, 1985

List on 7/85 already

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

EMPLOYEE RELATIONS COORDINATOR
SPOKANE SCHOOL DISTRICT 81
N 200 Bernard
SPOKANE, WA. 99201

EXT ONLY

PREVIOUS AGREEMENT EXPIRED
AUGUST 30, 1985

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Spokane Wash Public Schools Teachers

WITH EDUCATION ASSOCIATION; NATIONAL
STATE OF WASHINGTON

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved _____
2. Number and location of establishments covered by agreement _____
3. Product, service, or type of business _____
4. If your agreement has been extended, indicate new expiration date August 31, 1986

The contract and information submitted to you previously is the same.

Jim Hordemann, Employee Relations Manager	509-458-3306
Your Name and Position	Area Code/Telephone Number
North 200 Bernard	Spokane, WA 99201
Address	City/State/ZIP Code